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11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

12 **IN AND FOR THE COUNTY OF YAVAPAI**

13 JOHN B. CUNDIFF and BARBARA C.
14 CUNDIFF, husband and wife; ELIZABETH
15 NASH, a married woman dealing with her
16 separate property; KENNETH PAGE and
17 KATHRYN PAGE, as Trustee of the Kenneth
18 Page and Catherine Page Trust,

19 Plaintiffs,

20 v.

21 DONALD COX and CATHERINE COX,
22 husband and wife, et al., et ux.,

23 Defendants.

SUPERIOR COURT
YAVAPAI COUNTY, ARIZONA
2014 NOV 19 PM 4:11 ✓
DONNA McQUALITY, CLERK

BY: N McCULLOCH

Case No. P1300CV20030399

**MOTION FOR RECONSIDERATION
RE: AUGUST 25, 2014 RULING RE:
ATTORNEYS' FEES AWARDED IN
FAVOR OF VARILEK**

24 Defendants Cox, by and through counsel undersigned, pursuant to Ariz. R. Civ. P. 1, 7.1(e),
25 54, and any other applicable rule or law, submit their Motion to Reconsider the Court's August 25,
26 2014, Ruling -- without oral argument or hearing -- entering an award of attorneys' fees in Varilek's
27 favor in the amount of \$90,490.00. The Court awarded Varilek all of the attorneys' fees he sought.

28 The Court should reconsider its Ruling based upon the following independent grounds:

(A) Varilek failed to comply with Rule 54(g) which requires a party to give notice to the opposing

1 party of his intent to seek attorneys' fees; (B) Varilek is not entitled to an award of fees pursuant to
2 A.R.S. § 12-341.01(A) for the reason that there is no "contested action" and Varilek is not a
3 "successful party." Put another way, Varilek did not assert any claims against the Coxes and there
4 are no claims as between the Coxes and Varilek. Bolstering support for the foregoing, Varilek
5 denied he was a properly-joined party, as evidenced by Varileks' *Motion to Require Defendants Cox*
6 *to Serve the Indispensable Parties with Documents Comporting with Due Process* filed April 8, 2013
7 ("Varilek Motion to Serve Indispensable Parties") and Varilek's counsel's on-the-record
8 representations at the February 13, 2013, proceedings, wherein he took the position that Varilek was
9 not a party; (C) Varilek's attorneys' fees are excessive. Varilek's attorneys, Favour & Wilhelmsen,
10 PLLC ("F&W") billed over \$39,000.00 in connection with Joinder Issues, the product of which was
11 the Varilek Motion to Serve Indispensable Parties that the Trial Court deemed moot in its June 14,
12 2013 UA Ruling, and which was superfluous to the granting of Cundiff-Plaintiffs' Motion for
13 Summary Judgment [*sic*]¹ filed December 28, 2012; (D) The Coxes' abandonment defense and
14 Rule 19(a) joinder motion was meritorious, as evidenced by the Court of Appeals ("COA") May 24,
15 2007, Memorandum Decision ("Memo. Dec.") overturning the Trial Court's denial of the Coxes'
16 Motion to Join Indispensable Parties Pursuant to Rule 19(A) . . . Or, In the Alternative, Motion to
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23 ¹ The Cundiff Plaintiffs' Motion for Summary Judgment solely addressed the Coxes' affirmative
24 defense of abandonment and waiver. The Cundiff Plaintiffs' Motion did not address in any fashion, the
25 Cundiff Plaintiffs' claims under Counts II and III of its First Amended Complaint filed March 18, 2004
26 (also, "FAC"), pertaining to the alleged violation of Sections 7(e) and 15 of the Declaration. The
27 Cundiff Plaintiffs erroneously assert in their Motion for Summary Judgment that "[t]wo issues remain in
28 this case -- abandonment and waiver" and that "[t]he Court of Appeals has resolved all the issues in this
case except two defenses raised by the Coxes -- abandonment and waiver." Cf. Cundiff Plaintiffs'
Motion for Summary Judgment, pp. 7:11; 11:6-7. *It is abundantly clear from the record on file herein
that the Cundiff Plaintiffs' claims of alleged violations of Sections 7(e) and 15 of the Declaration have
never been ruled upon.*

1 Dismiss . . .,” filed June 24, 2005, as untimely. Moreover, the COA ruled that absent property
2 owners are necessary parties. Memo. Dec. at ¶ 36.

3
4 The Superior Court (Hon. David L. Mackey) subsequently ruled on March 10, 2008, that
5 absent property owners were indispensable, and must be joined. Significantly, on April 4, 2005, the
6 Superior Court also ruled that the abandonment issue could not be decided on summary judgment.²
7 Although the Trial Court reversed itself and granted summary judgment in favor of Plaintiffs on this
8 issue, Defendants Cox intend to appeal; (E) An award of attorneys’ fees is premature because
9 Counts II and III of Plaintiffs’ First Amended Complaint (“FAC”) have not been litigated to date;
10 they are ripe for adjudication.
11

12 This Motion for Reconsideration is supported by the accompanying Memorandum of Points
13 and Authorities and the record on file, which shall be incorporated by reference.
14

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I. Procedural History.**

17 The procedural history of this case is extensive. Relevant procedural events and pertinent
18 facts shall be cited within the Legal Argument. Also, a timeline of the history of this case is
19 appended to Coxes’ Motion for New Trial filed January 3, 2014.
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27 ² The Court expressly ruled that “[t]he issue of abandonment will have to be litigated before the
28 Court will be in position to decide the enforceability of any term of the restrictive covenants. The
Plaintiffs are not entitled to such a summary determination.” April 4, 2005, UA Ruling, p. 2.

1 **II. Legal Argument.**

2 The subject Declaration of Restrictions was recorded June 13, 1974 at Book 916, Page 680,
3
4 Official Records of Yavapai County ("**Declaration**"). See Exhibit "1". The Declaration was
5 recorded *prior* to the enactment of A.R.S. § 12-341.01, which became effective September 1, 1976.
6 The Declaration is silent as to attorneys' fees; that is, there is no 'mandatory' attorneys' fees
7 provision. Certainly, Section 19 of the Declaration does not contemplate that multiple property
8 owners are entitled to an award of attorneys' fees against one (1) owner based upon the same alleged
9 violation of the Declaration. Should there be *any* contemplated award of fees to the Cundiff
10 Plaintiffs, then non-party Varilek should be precluded from an award of attorneys' fees, as
11 redundant, cumulative, and unnecessary. Varilek asserted *no* claims directly against the Coxes.
12 Varilek merely aligned himself with the Cundiff Plaintiffs, and claimed he was not a party to the
13 instant case.

14 **A. Varilek Failed to Comport With Procedural Due Process by Asserting His**
15 **Claim for Attorneys' Fees Pursuant to Ariz. R. Civ. P. 54(g). Consequently,**
16 **Varilek is Precluded from Seeking an Award of Attorneys' Fees Against the**
17 **Coxes.**

18 "[C]laims for attorneys' fees under A.R.S. § 12-341.01 or other similar grounds must be
19 timely asserted in the pleadings." (State Bar Committee Notes 1999). Rule 54(g), Ariz. R. Civ. P.
20 mandates that: "**A claim for attorneys' fees shall be made in the pleadings.**" [emphasis added].³
21 Varilek did *not* file a pleading, as a pleading is defined in Ariz. R. Civ. P. 7(a). And, even
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23 ³ One of the purposes of the fee-shifting statutes is to promote settlement of disagreements out
24 of court and unless each party is on notice before each stage of the law suit that its opponent intends to
25 ask for attorneys' fees, that purpose cannot be served. *Balestrieri v. Balestrieri*, 232 Ariz. 25, ¶ 7, 300
26 P.3d 560 (App. 2013). "It is fair to require parties to request fees earlier in the litigation process so that
27 both sides may accurately assess the risks and benefits of litigating versus settling." *Robert E. Mann,*
28 *Constr. Co. v. Liebert Corp.*, 204 Ariz. 129, 133, ¶ 10, 60 P.3d 708, 712 (App. 2003).

1 disregarding that Varilek did not file a pleading, Varilek's Notice of Appearance and Request for
2 Alignment as Party-Plaintiff ("**Notice of Alignment**") failed to include a claim for attorneys' fees:

3
4 NOTICE is given hereby that the law firm of FAVOUR MOORE &
5 WILHEMSEN, P.A., appears as counsel of record on behalf of Property Owner,
6 James Varilek.

7
8 Property Owner Varilek hereby requests alignment with the parties-Plaintiff
9 on the issues remaining for adjudication pursuant to the decision rendered in this case
10 by the Arizona Court of Appeals, Division One.

11
12 Notice of Alignment filed October 27, 2010. The foregoing is the entire substantive text of the
13 Notice of Alignment.

14
15 Significantly, Varilek did not join in the Cundiff Plaintiffs First Amended Complaint (filed
16 March 18, 2004) nor did Varilek assert a claim for attorneys' fees. Varilek may attempt to argue that
17 his Joinder in the Cundiff Plaintiffs' Motion for Summary Judgment and/or his Motion for Award
18 of Attorneys' Fees satisfies the requirements of Ariz. R. Civ. P. 54(g). It does not. First, as
19 discussed in footnote 3, *supra*, it is unfair to the opposing party to engage in litigation by ambush,
20 waiting until three (3) years after appearing in the case to request attorneys' fees. *See Schwartz v.*
21 *Ariz. Primary Care Physicians*, 192 Ariz. 290, ¶ 21, 964 P.2d 491, 497 (App. 1998). Second, our
22 Courts have expressly held that a *motion* seeking attorneys' fees filed after a decision on the merits
23 does not constitute a pleading as required by Rule 54(g). *Balestrieri*, 232 Ariz. 25, 300 P.3d 560;
24 *King v. Titsworth*, 221 Ariz. 597, 212 P.3d 935 (App. 2009). Put another way, a motion is *not* a
25 pleading within the meaning of Rule 7(a), Ariz. R. Civ. P. *Mallamo v. Hartman*, 70 Ariz. 294, 219
26 P.2d 1039 (1950); *Coulas v. Smith*, 96 Ariz. 325, 329, 395 P.2d 527, 529 (1964).

1 **B. Varilek Cannot Be Deemed to Be the ‘Successful Party’ in a ‘Contested Action’**
2 **Pursuant to A.R.S. § 12-341.01(A). Varilek Took the Position He Was Not a**
3 **Party; Varilek Did Not Assert Any Claims Directly Against the Coxes; Varilek**
4 **Did File Any Pleadings in this Case; as Such, There Exists No Underlying Legal**
5 **Basis for an Award of Attorneys’ Fees in Favor of Varilek.**

6 Varilek’s three (3) page Motion for Award of Attorneys’ Fees rests solely on A.R.S. § 12-
7 341.01(A), which provides as follows:

8 In any **contested action** arising out of a contract, express or implied, the court may
9 award the successful **party** reasonable attorney fees. ***

10 A.R.S. § 12-341.01(A).

11 Simply put, Varilek does not meet the basic prerequisites for an award of attorneys’ fees
12 under A.R.S. § 12-341.01(A). In the case at bar, Varilek is not a “successful party” in a “contested
13 action.”

14 First, *contrary* to his Reply to Response and Objection to Plaintiffs’ Requests for Award of
15 Attorneys’ Fees⁴, filed August 19, 2014, Varilek takes the position that he is *not* a party. See, e.g.,
16 Varilek’s Notice of Alignment as quoted *Supra*. At the February 13, 2013, Oral Argument, counsel
17 for Varilek unequivocally took the position that Varilek was not a party:

18 MR. WILHEMSEN: Okay. Where I left off was our firm disassociated from this
19 case and it was largely because we felt that the procedure that Judge Mackey had
20 engineered does not comply with the Rules of Civil Procedure or the Constitution in
21 that the parties had not been properly joined as constitutionally required and made
22 parties in such a fashion that there would ultimately be a determination that would
23 be binding upon them.

24 I pointed out to ... Judge Mackey -- and we had several hearings in which
25 some of the procedural issues that this court has raised were discussed.
26 Notwithstanding that, our firm withdrew.

27 ⁴ “Defendants provide no examples of Varilek “consistently taking” such a position
28 because *there are none*.” Varilek Reply re: Attorneys’ Fees, p. 3:14-16, filed August 19, 2014.

1 At that time Judge Mackey gave us orders to the parties on what he believed
2 would be necessary in order to bring all the inhabitants of this subdivision before the
3 court, and that's what's been done. **And it's our position that we are not a party.**
4 **We have simply aligned with the plaintiffs.**

5 Transcript, February 13, 2013, Oral Argument, p. 44. [emphasis added].

6 Bolstering support for the foregoing, the Varilek Motion to Serve Indispensable Parties
7 "respectfully urges that the misleading and incomplete documents served by Plaintiffs on the absent
8 property owners do not satisfy due process and that the Court should order the Coxes to assemble
9 a complete and accurate list of all current property owners" Varilek Motion to Serve
10 Indispensable Parties, pp. 12-13. In its June 14, 2013, UA Ruling, the Court deemed said Motion
11 to be moot. Moreover, during the February 13, 2013 proceedings, the Court expressed its concerns
12 as to whether Plaintiffs had properly joined all Coyote Springs property owners:
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14 THE COURT: *** When I was reading early this morning, when I was
15 reading Judge Winthrop's ruling in this Court of Appeals matters, it stated on
16 page 17, paragraph 30, the Coxes argue as they did below that all owners of the
17 property subject to the declaration must be joined as parties to this lawsuit because
18 an issue in the case is whether the declaration has been abandoned.

19 We all know the case law they cited. We all know the position they took and, in fact,
20 what it comes down to is stated at paragraph 32 – maybe not. Hang on a second.
21 Excuse me, 36. Page 21. "We conclude that the absent property owners are
22 necessary parties given the issue to be decided in this case. Under this rule, necessary
23 parties must be joined if they are subject to service of process and their joinder will
24 not deprive the court of jurisdiction over subject matter of the action."

25 ***

26 ***I had asked earlier about the issue of whether or not all parties had been joined.
27 You raised the issue of the lis pendens. Mr. Coughlin's response, as I remember, was
28 that – this was a year ago.

1 THE COURT: This wasn't seven years ago or eight years ago. This was a
2 year ago. His comment was that they had already served all the parties, that they had
3 complied with Judge Mackey's direction and that a lis pendens at this date would
4 have no effect other than to basically take every – it would require them to start over.

5 ***

6 THE COURT: So, Mr. Adams, here's my question for you – here's my
7 question for you: Your clients are sitting here asking for this matter to be concluded.
8 I don't doubt that Mr. Wilhelmsen and his client would like to see this concluded and
9 Mr. Coughlin and his client would like to see this concluded.

10 When I read the language today, I wanted to make a specific point 63 days
11 before this trial starts as to whether or not you believed the Court of Appeals'
12 determination, the memorandum decision, that the directives of that decision have
13 been met such that all of the necessary parties have now been joined in this litigation.

14 ***

15 I will tell you that something that I'll never forget from the hearing we were
16 talking about a minute ago where the lis pendens came up, the gentleman who was
17 a property owner in the subdivision by the name of Jerry Carver, who is an attorney
18 known to all of us, sat in the back of the room and I said: Mr. Carver, I realize you
19 are not here . . . as an active litigant in these proceedings. Having heard what you've
20 heard – and I asked him why he was here. And he said: Because I own property in
21 the subdivision. And I said: Do you, in fact, believe that you would be bound by a
22 judgment of this – in this litigation? And he said: Not a chance in the world.

23 February 13, 2013, proceedings, pp. 30:15-25; 31:1-5; 34: 5-25; 35: 1-7; 39: 6-18.

24 It is abundantly clear that Varilek takes the position he is not a party. Therefore, it is not
25 possible for Varilek to have standing as a "successful party" pursuant to A.R.S. § 12-341.01(A).
26 Moreover, by injecting himself into the proceedings as an 'aligned non-party', Varilek has created
27 chaos and confusion. The majority of Varilek's \$90,000.00 in legal fees may have been avoided had
28 Varilek moved to dismiss pursuant to Rule 12(b)(2) / (b)(5) (lack of jurisdiction over the person and
insufficiency of service of process).

1 Next, our Courts have held that the arising-out-of-contract language of A.R.S. § 12-
2 341.01(A) is not so inclusive as to cover actions in which the remedy sought is essentially statutory
3 despite the existence of a contract *somewhere* in the dispute. *Allstate Ins. v. Universal Underwriters,*
4 *Inc.*, 199 Ariz. 261, 17 P.3d 106 (App. 2000) (ARS § 12-341.01 *inapplicable*, where plaintiff
5 prevailed on a purely statutory claim and neither party challenged underlying insurance contract).
6 In his three (3) sentence Motion for Award of Attorneys' Fees, Varilek requested attorneys' fees
7 pursuant to A.R.S. § 12-341.01. Standing alone, A.R.S. § 12-341.01 cannot form the basis for an
8 award of fees. A 'contested action arising out of a contract' is a prerequisite for award of attorneys'
9 fees pursuant to A.R.S. § 12-341.01(A). Also, the Declaration requires prosecution of proceedings
10 at law or equity against persons violating, attempting, or threatening to violate any provision of the
11 Declaration, as follows:
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15 If there shall be a violation or threatened or attempted violation of any of said
16 covenants, conditions, stipulations or restrictions, it shall be lawful for any person or
17 persons owning said premises or any portion thereof to prosecute proceedings at law
18 or in equity against all persons violating or attempting to, or threatening to violate
19 any such covenants, restrictions, conditions or stipulations, and either prevent them
20 or him from so doing or to recover damages or other dues for such violations.

21 Declaration, ¶ 19. In the case at bar, Varilek did not prosecute any claims against the Coxes for
22 violation of the Declaration, or otherwise.

23 Even disregarding the issue of whether Varilek is a successful party, Varilek's efforts were
24 superfluous in achieving the June 14, 2013 UA Ruling, upon which Varilek's award of attorneys'
25 fees is predicated. It is well-settled that in considering an award of attorneys' fees pursuant to A.R.S.
26 § 12-341.01(A), the Court is encouraged to consider, *inter alia*, whether the successful party's efforts
27 were completely superfluous in achieving the ultimate result. *American Const. Corp. v. Philadelphia*
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1 *Indem. Ins. Co.*, 667 F.Supp.2d 1100 (D. Ariz. 2009). F&W's efforts in this case were superfluous
2 *vis a vis* the Trial Court's June 14, 2013, UA Ruling, which granted partial summary judgment on
3 the Coxes' affirmative defense of abandonment. A significant portion of Varilek's attorneys' fees --
4 \$39,000.00 -- were exhausted on the issue of proper joinder. Not only did the Court deem moot the
5 Varilek Motion to Serve Indispensable Parties, the Court did not rule on the Coxes' Motion to
6 Dismiss for Failure of Plaintiffs to Join Indispensable Parties, filed April 25, 2013 (filed as part of
7 the Coxes' Response to Varilek's Motion). Moreover, although Varilek filed a Joinder in Plaintiffs'
8 Motion for Summary Judgment on January 7, 2013, Varilek did not file an independent Rule 56
9 Motion and, perhaps more importantly, did not introduce any evidence in support of his Joinder,
10 *independent* of the Cundiff Plaintiffs. The Court granted partial summary judgment based upon the
11 evidence that the Cundiff Plaintiffs presented in their Motion for Summary Judgment. *See* June 14,
12 2013, UA Ruling, pp. 3-8. Put another way, the Trial Court did not cite to or rely upon Varilek's
13 Joinder in entering the June 14, 2013, UA Ruling. *Id.* Essentially, F&W's sole 'contribution' to the
14 instant case was the Varilek Motion to Serve Indispensable Parties, which was superfluous relative
15 to the ultimate result. The Cundiff Plaintiffs and Varilek are seeking to double bill the Coxes for
16 Plaintiffs' Motion for Summary Judgment. The Court deemed the Varilek Motion to Serve
17 Indispensable Parties to be moot, thereby rendering it superfluous. *See* June 14, 2013, UA Ruling,
18 p. 8. As such, this is not a situation in which attorneys' fees can be measured even in terms of
19 'relative success'. *Pioneer Roofing Co. v. Mardian Constr. Co.*, 152 Ariz. 455, 733 P.2d 652 (App.
20 1986). *See also* *Watson Const. Co. v. Amfac Mortg. Corp.*, 124 Ariz. 570, 606 P.2d 421 (App. 1980)
21 (to allow Watson to recover from Amfac all of its costs, some of which were incurred in the
22 unsuccessful prosecution of its counterclaims against Amfac, runs counter to the proposition that
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1 costs are awarded to indemnify the expenses of successful litigation. Watson did not attempt to
2 differentiate between costs incurred in losing efforts as compared to winning efforts).

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4 In conclusion, A.R.S. § 12-341.01(A) does not support Varilek's claim for an award of
5 Attorneys' Fees. As between Varilek and the Coxes, there is no 'contested action arising out of
6 contract.' In attempting to distance himself from these proceedings, Varilek took the position that
7 he was *not* a party. As such, not only is there no 'contested action,' Varilek is not a 'successful
8 party'. Cf. A.R.S. § 12-341.01(A). Varilek lacks any substantive basis for an award of attorneys'
9 fees. See *Bed Mart, Inc. v. Kelley*, 202 Ariz. 370, 375, ¶24, 45 P.3d 1219, 1224 (App.2002).

11 Moreover, even assuming, *arguendo*, that Varilek's alignment with the Cundiff Plaintiffs is
12 sufficient to establish an independent basis for an award of attorneys' fees, the Court's 100% award
13 of attorneys' fees to Varilek is wholly disproportionate to the Cundiff Plaintiffs' percentage of
14 success. The Cundiff Plaintiffs prevailed on only *one* of their claims, e.g., Count I of the FAC
15 regarding violation of Section 2 of the Declaration. Varilek's appearance was entered more than
16 three (3) years *after* the Court of Appeals' decision concerning Section 2 of the Declaration, wherein
17 Varilek stated: "Property Owner Varilek hereby requests alignment with the parties-Plaintiff on the
18 issues remaining for adjudication pursuant to the decision rendered in this case by the Arizona Court
19 of Appeals, Division One".⁵ Put another way, Varilek is unable to posit the argument that he
20 somehow contributed to the Cundiff Plaintiffs' sole success to date regarding Count I of the FAC,
21 because Varilek entered the proverbial picture three (3) years after the Court of Appeals Decision.
22 Although Arizona courts *have* recognized 'percentage of success' as a basis for awarding attorneys'
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28 ⁵ See Court of Appeals Memo. Dec., p. 13, ¶ 20.

1 fees under A.R.S. § 12-341.01, Varilek cannot claim to have *any* percentage of success, as he
2 asserted no claims directly against the Coxes and he did not contribute in any fashion to the Court's
3 rulings pertaining to the violation of Section 2 of the Declaration. *Pioneer Roofing Co.*, 152 Ariz.
4 455, 733 P.2d 652.

6 **C. The Full Amount of Attorneys' Fees Is Unwarranted Given the Excessive Hours**
7 **Billed for Researching and Drafting the Varilek Motion for Joinder, Double**
8 **Billing, Entries Pertaining to Disclosure and Discovery That Varilek's Counsel**
9 **Never Served, Entries Un-related to this Case, Entries for Clerical Work That**
10 **Was Billed as Attorney or Paralegal Time, and Entries in Which There Was to**
11 **Be No Charge.**

12 As an initial matter, F&W's minimum billing rate is two-tenths of an hour (.2), even for
13 mundane tasks. There are not less than seventy-three (73) of these entries. See Exhibit "A" attached
14 to Affidavit of Wilhelmsen in Support of Award of Attorneys' Fees filed July 1, 2013.

15 Next, it is well-settled that "if a particular task takes an attorney an inordinate amount of
16 time, the losing party ought not to be required to pay for that time." *Schweiger v. China Doll Rest.,*
17 *Inc.*, 138 Ariz. 183, 188, 673 P.2d 297, -- (App. 1983).

18 By any reasonable standard, the number of hours devoted to researching and preparing the
19 Varilek Motion to Serve Indispensable Parties is excessive. Significantly, during the time that it
20 represented the Cundiff Plaintiffs between 2006 and 2009, F&W already had devoted 605 hours to
21 Joinder Issues. F&W's attorneys' fees in connection with Joinder Issues between 2006 and 2009
22 were in excess of \$120,000.00. See twelve (12) page table titled "*All Time Spent by Wilhelmsen*
23 *Opposing Joinder/Time Spent on Joinder Issues*" (\$122,487.00) and two (2) page table titled "*Time*
24 *Spent by Coughlin Opposing Joinder*" (\$11,637.00), attached as Exhibit "8" to Defendants' Cox
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1 Response and Objection to Plaintiffs' Requests for Award of Attorneys' Fees. Copies of said
2 Exhibit "8" are attached *hereto* as Exhibit "2" for the convenience of the Court.

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4 After the Trial Court determined that joinder of necessary parties was feasible and ordered
5 the same, F&W on behalf of Varilek embarked on a 'joinder' research-frenzy, billing in excess of
6 \$39,118.00. *See* Exhibit "3" (at "JI"). F&W's research commenced in or near November of 2011
7 and continued *ad nauseam*. F&W's research concluded just prior to the pre-trial motion deadline,
8 when F&W filed Varilek's Motion to Serve Indispensable Parties, a thirteen (13) page brief without
9 the mailing certificate. Even disregarding the 605 hours and \$120,000+ billed to the Cundiff
10 Plaintiffs on Joinder Issues, F&W billed in excess of **Three Thousand Dollars (\$3,000.00) per page**
11 on its unsuccessful Motion to Serve Indispensable Parties. "[T]ime spent on unsuccessful issues .
12 . . may not be compensable." *Schweiger*, 138 Ariz. at 188, 673 P.2d at --.

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15 At least eighty-two (82) hours of time was double-billed, equating to over Five Thousand
16 Five Hundred Dollars (\$5,500.00). In this case, F&W utilized a team of lawyers and
17 paraprofessionals, increasing the likelihood of duplication. *Ramos v. Lamm*, 713 F2d 546, 554 (10th
18 Cir. 1983) (likelihood of duplication strong where Plaintiff represented by more than 12 attorneys).
19 F&W's team consisted of no less than four (4) attorneys and seven (7) paraprofessionals. *See*
20 Affidavit of Wilhelmsen in Support of Award of Attorneys' Fees, ¶ 6, p. 2. And, 7.9 hours of time
21 equating to Two Thousand Ninety Dollars and Fifty Cents (\$2,090.50) was billed for working on
22 discovery that counsel for Varilek never served. Further, 8.4 hours of time equating to Two
23 Thousand Fifty Eight Dollars (\$2,058.00), were labeled as No Charge ("NC"). Nevertheless, F&W
24 requested the 'No-Charge' billing in its fee request. And, 3.9 hours devoted to the Varilek/Veres
25 case were erroneously charged to the Varilek/Cox case. *See* Exhibit "3" attached hereto.

1 In short, the Trial Court should not have awarded Varilek's attorneys' fees *in toto*, as there
2 were many irregular billing practices that should not be imputed to the Coxes; and the biggest billing
3 bonanza was unsuccessful.
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5 **D. The Coxes' Abandonment Defense Had Merit. In April of 2005, the Trial Court**
6 **Had Ruled that the Cundiff Plaintiffs Were Not Entitled to Summary**
7 **Determination on the Issue of Abandonment.**

8 On April 4, 2005, the Court ruled that "[t]he issue of abandonment will have to be litigated
9 before the Court will be in position to decide the enforceability of any term of the restrictive
10 covenants. The Plaintiffs are not entitled to such a summary determination." See Exhibit "4"
11 attached hereto.

12 It is the Coxes' position that the record on file herein demonstrates that there was, at
13 minimum, a question of fact in dispute regarding whether the Declaration was abandoned and the
14 Court's April 4, 2005 Ruling was in accordance with Ariz. R. Civ. P. 56(a).
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16 Prior to the Cundiff Plaintiffs' filing their Motion for Summary Judgment on December 28,
17 2012, neither Varilek nor the Cundiff Plaintiffs had disclosed or produced any evidence to refute the
18 Coxes' evidence supporting their affirmative defense of abandonment. In fact, as discussed in
19 Section C, *supra*, F&W spent 7.9 hours of time equating to \$2,090.50 working on discovery that
20 was never served. The Coxes' evidence included two (2) comprehensive Affidavits of Investigator
21 Sheila Cahill⁶ accompanied by voluminous photographic evidence pertaining to the multiple
22 violations that she observed and discovered during her investigation of Coyote Springs properties.
23 Judge Mackey had correctly ruled that "even a paid investigator can testify as to personal
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27 ⁶ Investigator Sheila Cahill Affidavits dated September 24, 2004 and September 16,
28 2012, on file as part of the record herein.

1 observations and upon appropriate foundation offer opinions or inferences pursuant to Rule 701,
2 Ariz. R. Evid.” April 4, 2005, UA Ruling; p.2. *See Continental Bank v. Wa-Ho Truck Brokerage*,
3 122 Ariz. 414, 418, 595 P.2d 206, 210 (App.1979) (an expert’s affidavits at least raised an issue of
4 fact concerning commercial reasonableness to require a full trial).
5

6 In accordance with Investigator Cahill’s findings, several Coyote Springs Property Owners
7 have attested to their personal observations which support the Coxes’ position that their defense of
8 abandonment of the Declaration was meritorious. *See* Declarations of Margaret Crutchfield, Linda
9 Furbee, William Furbee, Grant Griffiths, Pamela Griffiths, Charles Hildebrandt, William Jensen, and
10 Teresa Massardi, attached hereto as Exhibits “5” to “12”.
11

12
13 **E. At a Minimum, the Issue of Attorneys’ Fees Should Be Held in Abeyance Until**
14 **the Final Disposition of the Cundiff Plaintiffs’ Remaining Claims.**

15 Plaintiffs’ FAC alleges that the Coxes are in breach of Sections 2, 7(e), and 15 of the
16 Declaration. *See* FAC, ¶¶ 8, 17 (Count I), 20 (Count II), 22 (Count III), and 27 (Count IV). On
17 May 21, 2004, the Coxes answered and denied the Cundiff Plaintiffs’ allegations concerning
18 breaches of Sections 2, 7(e) and 15. On May 24, 2007, the Court of Appeals ruled that the Coxes’
19 “business use of the property violates section two of the Declaration.” Memo. Dec., ¶ 20. Put
20 another way, the Cundiff Plaintiffs have not only alleged that the Coxes are in violation of Section 2,
21 they also allege violations of Sections 7(e) and 15 of the Declaration. However, there has been no
22 adjudication on the Cundiff Plaintiffs’ claims as to the Coxes’ alleged violation of Sections 7(e) and
23 15 of the Declaration (Counts II or III). Defendants Cox adamantly deny that they have violated
24 Sections 7e and 15 of the Declaration.
25
26

27 Ariz. R. Civ. P. 54(c), effective January 1, 2014, provides that:
28

1 A judgment shall not be final unless the court states that no further matters remain
2 pending and that judgment is entered pursuant to Rule 54(c).

3 Ariz. R. Civ. P. 54(c).

4 In the case at bar, the Court is not in a position to not enter a Rule 54(b) judgment on the
5 affirmative defense of abandonment of the Declaration and enter an award of attorneys' fees, because
6 the affirmative defense of abandonment is not a 'separate claim for relief' under Rule 54(b).
7 *Sisemore v. Farmers Ins. Co. of Ariz.*, 161 Ariz. 564, 566, 779 P.2d 1303 (App. 1989). "Rule 54(b)
8 allows an appeal only from a judgment on a **separate claim**". *Marshall v. Williams*, 128 Ariz. 511,
9 513, 627 P.2d 242, -- (App. 1981). [emphasis added]. In the case at bar, if the Court were to enter
10 judgment on the affirmative defense of abandonment, the appellate court would lack jurisdiction to
11 take the appeal. *Id.* at 514 ("... a single claim has not been adjudicated and ... rule 54(b)
12 determination contained in the judgment was not effective to create a final and appealable judgment
13 pursuant to A.R.S. § 12-2101(B)"). It is axiomatic that the Coxes' affirmative defense of
14 abandonment does not constitute a 'separate claim for relief'; no responsive pleading was required.
15 Certainly, *no* Answer or responsive pleading has been filed in connection with the Coxes'
16 affirmative defense of abandonment. *See* Coxes' Answer to Cundiff Plaintiffs' FAC, at ¶ 2.
17 ("Defendants [Cox] allege that the Declaration ... have been abandoned ..."). To illustrate, a
18 judgment rejecting Plaintiffs' request for punitive damages was not appealable because a request for
19 punitive damages "is not a separate claim for relief under Rule 54(b)". Rather, "[t]he punitive
20 damages "claim" and the bad faith claim are inextricably linked. *** [P]unitive damages are not
21 always available as a remedy in a bad faith claim." *Id.* This holding of *Terrazas* is analogous to the
22 case at bar, where the Coxes' affirmative defense of abandonment is not a "separate claim."
23
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1 Although Arizona does not follow the “one final judgment” rule, our Courts nevertheless
2 discourage ‘piecemeal’ appeals, where there are multiple claims or multiple parties. “The purpose
3 of Rule 54(b) is to provide a way for determining whether a judgment which would not otherwise
4 appear to be final is final for appeal purposes [citations omitted], and is to prevent piecemeal
5 litigation where there are multiple parties or multiple claims.” *Terrazas v. Superior Court*, 112 Ariz.
6 434, 435-36, 543 P.2d 120, -- (1975).
7

8
9 In the case at bar, the Cundiff Plaintiffs have asserted multiple claims in their FAC, only one
10 of which has been decided to date. Thus, the procedural posture of the case at bar is unlike
11 *McHazlett v. Otis Engineering Corp.*, in which the Appellate Court held that there was “no danger”
12 of piecemeal appeals where “petitioners made no attempt to serve the other defendants or substitute
13 real persons for the fictitious defendants.” 133 Ariz. 530, 532, 652 P.2d 1377, -- (1982). In the case
14 at bar, there exists a real danger of piecemeal appeals for the reason that (i) the Cundiff Plaintiffs
15 have asserted *multiple* claims, and (ii) the *only* claim decided to date pertains to Section 2 of the
16 Declaration. The remaining claims, concerning violations of Sections 7(e) and 15 of the Declaration,
17 remain ripe for adjudication. Because the Court is constrained from entering a Rule 54(b) Judgment
18 on the affirmative defense of abandonment for the reason that it is not a ‘separate claim for relief’,
19 the Court should hold in abeyance the issue of attorneys’ fees until after the Cundiff Plaintiffs’
20 claims as to Sections 7(e) and 15 of the Declaration are adjudicated. The determination of those
21 claims may affect the parties’ entitlement to attorneys’ fees.
22

23 **III. Conclusion.**

24
25 The facts and law discussed herein support reversal of the Court’s August 25, 2014, Ruling.
26
27 The Coxes respectfully request that the Court reverse its Ruling in favor of Varilek.
28

1 RESPECTFULLY SUBMITTED this 19th day of November, 2014.

2 MUSGROVE DRUTZ KACK & FLACK, PC

3
4 By: Sharon M. Flack

5 Mark W. Drutz, Esq.

6 Sharon M. Flack, Esq.

7 Attorneys for Defendants Robert and

Catherine Cox

8 COPY of the foregoing mailed, including all
9 exhibits, this 19th day of November, 2014, to:

10 J. Jeffrey Coughlin, Esq.

11 J. Jeffrey Coughlin PLLC

12 1570 Plaza West Drive

13 Prescott, AZ 86303

14 Attorneys for Plaintiffs

15 Jeffrey R. Adams, Esq.

16 The Adams Law Firm, PLLC

17 125 Grove Avenue

18 P.O. Box 2522

19 Prescott, AZ 86302

20 Attorneys for Defendants

21 David K. Wilhelmsen, Esq.

22 Favour & Wilhelmsen, P.A.

23 P.O. Box 1391

24 Prescott, AZ 86302-1391

25 Attorneys for Property Owner James Varilek

26 Noel J. Hebets, Esq.

27 Noel J. Hebets, PLC

28 2515 North 48th Street, #3

Phoenix, AZ 85008

Attorney for William M. Grace

Robert E. Schmitt, Esq.

Murphy, Schmitt, Hathaway & Wilson, PLLC

P.O. Box 591

Prescott, AZ 86302

Attorneys for Robert H. Taylor and Terri A. Thomson-Taylor

1 COPY of the foregoing mailed, excluding exhibits,
2 this 19th day of November, 2014, with an invitation to
3 contact Musgrove Drutz Kack & Flack, PC
to receive copies of the exhibits:

4 William H. "Bill" Jensen
5 14556 Howard Mesa Loop
6 Williams, AZ 86046
pro se

7 Gary & Sabra Feddema
8 9601 East Far Away Place
9 Prescott Valley, AZ 86315
pro se

10 William R. and Judith K. Stegeman Trust
11 9200 East Far Away Place
12 Prescott Valley, AZ 86315
13 pro se

14 Karen L. and Michael P. Wargo
15 9200 East Spurr Lane
16 Prescott Valley, AZ 86315
pro se

17 Linda J. Hahn
18 10367 W. Mohawk Lane
19 Peoria, AZ 85382
pro se

20 Sergio Martinez and Susana Navarro
21 10150 N. Lawrence Lane
22 Prescott Valley, AZ 86315
pro se

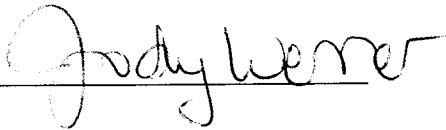
23 Lloyd E. and Melva J. Self
24 9250 E. Slash Arrow Drive
25 Prescott Valley, AZ 86315
26 pro se
27
28

1 Robert Lee Stack and Patti Ann Stack
2 Trustees of the Robert Lee and Patti
Ann Trust utd March 13, 2007
3 10375 Lawrence Lane
4 Prescott Valley, AZ 86315
pro se
5
6 John D. and Dusti L. Audsley
7 966 N. Stirrup High Drive W.
Dewey, AZ 86327
pro se
8
9 Dana E. and Sherrilyn G. Tapp
8595 E. Easy Street
10 Prescott Valley, AZ 86315
pro se
11
12 Richard and Beverly Strissel
9350 E. Slash Arrow Drive
13 Prescott Valley, AZ 86314
pro se
14
15 Jesus Manjarres
105 Paseo Sarta #C
16 Green Valley, AZ 85614
pro se
17
18 Nicholas Corea
19 4 Denia
Laguna Nigel, CA 92677
20 pro se
21
22 Jack and Dolores Richardson
505 Oppenheimer Drive, #4
23 Los Alamos, NM 87544
pro se
24
25 Eric Cleveland
9605 E. Disway
26 Prescott Valley, AZ 86315
pro se
27
28

1 Robert and Patricia Janis
2 7685 N. Coyote Springs Road
3 Prescott Valley, AZ 86315
4 pro se

5 Mike and Julia Davis
6 9147 E. Morning Star Road
7 Prescott Valley, AZ 86315
8 pro se

9 Richard and Patricia Pinney
10 P.O. Box 1558
11 Chino Valley, AZ 86323
12 pro se

13 
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When recorded, return to:

Robert D. Conlin

2233 North 7th Street Phoenix, Az 85006

STATE OF ARIZONA, County of Yavapai—ss. 17-161

I do hereby certify that the within instrument was filed and recorded at the request of Tom Lynch

or June 13 A.D. 1974 at 1:35 o'clock P. M. Book 916 Official Records

Page 680-681-682 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder

By Mary E. Hampton Deputy

COYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anne Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinbelow set forth.

2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.

3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.

4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.

5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.

6. All residence buildings to be erected, constructed, maintained or moved upon the premises or any portion thereof, as the case may be, shall be of new construction. Residence buildings shall have concrete foundations and hardwood or concrete floorings.

383 N.Y.2

7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bonafide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

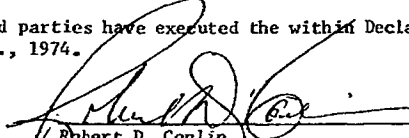
17. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

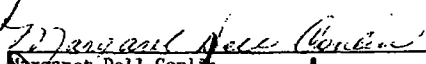
18. Invalidity of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

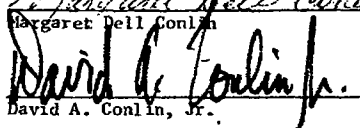
383 MAY 7

19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.


Robert D. Conlin


Margaret Dell Conlin

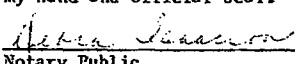

David A. Conlin, Jr.

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77

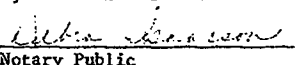

Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 12th day of June, 1974, personally appeared David A. Conlin, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77


Notary Public

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
05-30-06 MAK	3.8	703.00
06-13-06 CB	.5	52.50
07-03-06 MAK	.6	111.00
08-02-06 MAK	2.4	444.00
08-11-06 DKW	1.5	367.50
10-18-06 DKW	1.	245.00
10-25-06 MAK	4.5	832.50
10-26-06 MAK	5.7	1054.50
10-30-06 MAK	1.5	277.50
10-30-06 CB	4.40	462.00
10-31-06 DKW	1.	245.00
10-31-06 CB	2.6	273.00
12-05-06 DKW	2.	490.00
12-06-06 CB	.9	94.50
12-08-06 DKW	1.	245.00
06-27-07 DKW	.6	147.00
07-02-07 DKW	1.	245.00
07-19-07 DKW	1.50	367.50
08-30-07 CB	1.	105.00
10-01-07 DKW	2.	490.00
10-05-07 DKW	1.	245.00
10-11-07 CB	5.7	655.50†
10-12-07 DKW	1.5	367.50
11-06-07 DKW	.6	147.00
11-13-07 CB	1.4	161.00

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
11-14-07 DKW	2.	490.00
11-14-07 DKW	1.5	367.50
11-14-07 DKW	1	245.00
11-19-07 DKW	2.	490.00
01-02-08 DKW	1.	245.00
01-02-08 CB	1.7	195.50
01-03-08 DKW	1.	245.00
01-25-08 DKW	1.	245.00
03-10-08 DKW	5.	1225.00
03-10-08 CB	.5	57.50
03-21-08 DKW	1.5	367.50
03-24-08 DKW	1.2	294.00
03-25-08 CB	.3	34.50
03-26-08 CB	.6	69.00
03-26-08 DKW	.8	196.00
03-26-08 MAK	.5	92.50
03-31-08 DKW	1.8	441.00
04-02-08 DKW	.8	196.00
04-28-08 DKW	1.3	318.50
04-30-08 DKW	1.	245.00
05-01-08 DKW	1.3	318.50
05-07-08 MAK	3.6	666.00
05-07-08 DKW	2.5	612.50 [†]
05-07-08 CB	2.7	310.50 [†]
05-08-08 CB	3.1	356.50

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
05-09-08 DKW	1.	245.00
05-12-08 DKW	.5	122.50
05-12-08 MAK	5.6	1036.00
05-13-13 MAK	3.8	703.00
05-13-08 MAK	.4	74.00
05-13-08 DKW	1.5	367.50
05-13-08 MAK	.2	37.00
05-13-08 CB	1.6	184.00
05-13-08 MAK	1.5	277.50
05-14-08 CB	2.3	264.50
05-29-08 CB	.9	103.50
05-29-08 DKW	1.5	517.50
06-02-08 MAK	.5	92.50
06-02-08 CB	.4	46.00
06-09-08 CB	.2	23.00
06-12-08 DKW	1	245.00
06-20-08 DKW	1.6	392.00
06-24-08 MAK	2.4	444.00
06-25-08 MAK	2.3	425.50
06-25-08 CB	.7	80.50
07/03/08 DKW	.8	196.00
08-26-08 MAK	.4	90.00
08-26-08 MAK	3.1	697.50
09-03-08 DKW	1.	295.00
08-27-08 MAK	6.4	1440.00

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
08-28-08 MAK	1.8	405.00
08-29-08 MAK	5.6	1372.00
09-02-08 MAK	6.3	1543.50
09-05-08 MAK	6.2	1519.00
09-08-08 MAK	4.3	1053.50
09-09-08 DKW	1.5	442.50
09-09-08 DKW	1.4	413.00
09-10-08 DKW	1.5	442.50
09-12-08 DKW	1.4	413.00
09-12-08 MAK	6.3	1543.50
09-15-08 MAK	4.5	1102.50
09-16-08 MAK	2.3	563.50
09-16-08 DKW	2.	590.00
09-17-08 MAK	.4	98.00
09-18-08 MAK	6.5	1592.50
09-18-08 DKW	1.8	531.00
09-19-08 MAK	6.2	1519.00
09-22-08 MAK	6.3	1543.50
09-22-08 DKW	1.5	367.50
09-23-08 JSE	.8	76.00
09-24-08 DKW	.6	177.00
09-25-08 MAK	5.1	1249.50
09-26-08 MAK	4.8	1176.00
09-03-08 MAK	3.6	882.00
09-29-08 DKW	.8	236.00

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
09-29-08 DKW	4.	980.00
09-30-08 MAK	2.8	686.00
09-30-08 DKW	1.5	442.50
09-30-08 JSE	1.	115.00
10-01-08 MAK	2.2	539.00
10-01-08 MAK	4.	980.00
10-01-08 DKW	1.5	442.50
10-01-08 JSE	4.	460.00
10-02-08 MAK	1.8	441.00
10-02-08 DKW	2.	590.00
10-02-08 JSE	4.2	483.00
10-03-08 MAK	1.	245.00
10-03-08 DKW	1.8	531.00
10-03-08 MAK	.3	73.50
10-03-08 JSE	6.8	782.00
10-06-08 JSE	.3	34.50
10-06-08 JSE	2.2	209.00
10-06-08 JSE	.8	92.00
10-06-08 DKW	1.	295.00
10-07-08 DKW	1.	295.00
10-07-08 JSE	1.	115.00
10-07-08 JSE	2.2	253.00
10-08-08 JSE	1.6	184.00
10-09-08 DKW	1.	295.00
10-09-08 JSE	2.7	310.50

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
10-10-08 DKW	1.5	442.50
10-10-08 JSE	2.9	333.50
10-16-08 JSE	.9	103.50
10-17-08 MAK	.4	98.00
10-17-08 DKW	1.5	442.50
10-20-08 DKW	.2	59.00
10-20-08 JSE	1.5	172.50
10-21-08 DKW	.7	206.50
10-21-08 JSE	1.2	138.00
10-22-08 DKW	.5	147.50
10-23-08 DKW	.5	147.50
10-23-08 JSE	2.4	276.00
10-24-08 MAK	1.4	343.00
10-24-08 MAK	.3	73.50
10-24-08 MAK	2.3	563.50
10-24-08 DKW	2.	590.00
10-24-08 JSE	1.4	161.00
11-03-08 JSE	5.2	598.00
11-10-08 KSE	4.	460.00
11-11-08 DKW	1.5	442.50
11-11-08 JSE	3.2	368.00
11-12-08 JSE	2.8	322.00
11-12-08 JSE	2.1	241.50
11-20-08 JSE	2.7	310.50
11-21-08 DKW	1.5	442.50

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
11-24-08 DKW	1.2	354.00
11-24-08 JSE	6.3	724.50
11-26-08 JSE	4.3	494.50
10-27-08 DKW	2.	590.00
10-27-08 JSE	8.	760.00
10-27-08 DKW	2.2	649.00
10-28-08 JSE	8.	760.00
10-29-08 JSE	.6	57.00
10-29-08 JSE	7.	665.00
10-30-08 JSE	1.2	114.00
10-31-08 JSE	1.5	142.50
10-31-08 JSE	1.9	180.50
11-04-08 JSE	4.8	552.00
11-05-08 JSE	6.1	701.50
11-06-08 JSE	5.9	678.50
11-07-08 DKW	.2	59.00
11-07-08 JSE	5.5	632.50
11-07-08 DKW	.2	59.00
11-10-08 SJE	4.1	471.50
11-02-08 DKW	.2	59.00
11-10-08 DKW	1.4	413.00
11-11-08 JSE	2.3	264.50
11-12-08 DKW	1.2	354.00
11-12-08 JSE	.5	57.50
11-13-08 DKW	2.	590.00

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
11-14-08 DKW	1.	295.00
11-14-08 JSE	2.6	299.00
11-17-08 DKW	.4	118.00
11-17-08 JSE	4.8	552.00
11-18-08 DKW	1.5	442.50
11-18-08 JSE	4.1	471.50
11-19-08 DKW	.8	236.00
11-19-08 JSE	2.8	322.00
11-20-08 DKW	1.	295.00
11-24-08 DKW	.2	590.00
11-25-08 DKW	1.	295.00
11-26-08 DKW	.2	590.00
12-01-08 DKW	1.	295.00
12-01-08 MAK	3.	735.00
12-02-08 DKW	1.5	442.50
12-02-08 MAK	3.9	955.50
12-02-08 JSE	.6	69.00
12-03-08 MAK	3.8	931.00
12-04-08 DKW	1.5	442.50
12-04-08 MAK	4.	980.00
12-04-08 JSE	3.8	437.00
12-05-08 MAK	.5	122.50
12-05-08 DKW	.5	147.50
12-05-08 JSE	2.6	299.00
12-08-08 DKW	1.2	354.00

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
12-08-08 JSE	5.9	678.50
12-11-08 MAK	.3	73.50
12-15-08 JSE	3.2	368.00
12-15-08 DKW	.4	118.00
12-15-08 MAK	4.1	1004.50
12-16-08 JSE	1.2	138.00
12-17-08 JSE	1.2	138.00
12-22-08 DKW	1.5	442.50
12-24-08 DKW	1.5	442.50
12-02-08 JSE	.6	69.00
12-03-08 DKW	.6	177.00
12-11-08 DKW	1.	295.00
12-17-08 JSE	1.2	138.00
12-29-08 DKW	1.5	442.50
01-06-09 MAK	.8	196.00
01-06-09 JSE	.9	103.50
01-07-09 DKW	1.2	354.00
01-20-09 MAK	1.	245.00
01-21-09 DKW	1.5	442.50
01-21-09 JSE	3.8	437.00
01-26-09 DKW	1.	295.00
03-08-09 JSE	1.	115.00
03-05-09 JSE	.3	34.50
03-16-09 JSE	.4	46.00
03-17-09 JSE	.5	57.50

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
01-28-09 DKW	.5	147.50
03-16-09 JSE	.4	46.00
03-17-09 JSE	.5	57.50
03-25-09 DKW	.6	177.00
04-01-09 JSE	.2	23.00
12-12-11 DKW	1.0	295.00
12-13-11 DKW	2.0	590.00
12-13-11 MAK	3.40	833.00
12-14-11	1.20	354.00
12-15-11 MAK	5.40	1323.00
12-15-11 MAK	4.6	1127.00
06-19-11 MAK	7.2	1764.00
06-20-12 MAK	5.2	1274.00
06-21-12 MAK	4.3	1053.50
06-22-12 MAK	4.6	1127.00
06-28-12 MAK	5.2	1274.00
06-29-12 MAK	5.3	1298.50
07-03-12	1.5	442.50
07-05-12 MAK	4.2	1029.00
07-12-12 MAK	2.0	490.00
07-13-12	1.2	294.00
07-16-12	1.0	245.00
07-28-12 MAK	1.0	245.00
08-29-12 MAK	3.6	882.00
09-04-12 MAK	3.6	882.00

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
09-11-12	1.20	294.00 [†]
10-03-12 MAK	1.0	245.00
10-04-12 MAK	2.20	539.00
10-09-12 MAK (note: "Research (duplicate due to loss of e-mails with research results) re: due process to parties later joined to an action (no charge)" [entry was charged and is sought in the fee application])	1.2	294.00
11-27-12	1.10	269.50
02-14-13	1.0	245.00
02-19-13	1.0	245.00
03-14-13 DW	1.2	294.00 [†]
03-25-12	1.8	441.00
03-26-13	1.0	245.00
03-27-13 LP	2.3	563.00
03-27-13 LP	1.3	318.00
03-27-13 LP	.3	34.50
03-28-13 LP	1.0	245.00
03-28-13 LP	1.3	318.50
04-01-13 LP	3.9	955.00
04-01-13 LP	2.2	539.00
04-01-13 LP	1.0	245.00
04-02-13	5.8	1421.00
04-03-13	1.2	294.00

The Symbol † denotes that this entry was part of a block-billing entry.

All Time Spent by Wilhelmsen Opposing Joinder/Time Spent on Joinder Issues		
Date	Time	Amount
04-04-13 LP	.4	98.00
04-04-13 LP	.5	122.50
04-04-13 DW	1.5	367.50
04-08-13	.8	196.00
04-09-13 MW	.2	23.00
04-10-13 MW	.2	23.00
04-10-13 MW	1.8	207.00
04-18-13 DW	.8	196.00
04-18-13 DW	.4	98.00
04-21-13 DW	.2	49.00
04-26-13	1.0	245.00
04-29-13 DW	.8	196.00
04-29-13 LP	5.2	1274.00
04-30-13 DW	1.2	294.00
04-30-13 JB	.3	25.50
05-07-13	1.0	245.00
05-10-13	.8	196.00
05-14-13	.6	147.00
05-15-13	.6	147.00
05-16-13	1.5	172.50
05-17-13	5.0	575.00
05-21-13	1.5	367.50
05-30-13	.8	196.00
TOTAL	605.1	122487

The Symbol † denotes that this entry was part of a block-billing entry.

Time Spent By Coughlin Opposing Joinder		
Date	Time	Amount
04-10-09	2.3	575.00 [†]
04-13-09	5.3	1325.00
04-29-09 JC	.2	190.00
04-30-09	.6	57.00
05-07-09 CP	.4	38.00
05-08-09 JC	4.3	1075.00
05-11-09 JC	1.9	475.00
05-11-09 CP	3.4	323.00
05-14-09	2.2	209.00
05-19-09 JC	2.4	600.00
05-19-09 CP	1.2	114.00
05-20-09 JC	1.9	475.00
05-20-09 CP	1.4	133.00
05-21-09 CP	.2	19.00
05-21-09 JC	.2	50.00
06-09-09 CP	.3	28.50
06-10-09 JC	2.2	550.00
06-11-09	3.6	900.00
06-12-09	2.1	525.00
07-17-09	.3	28.50
07-22-09 CP	1.4	133.00
07-22-09 JC	.5	125.00
09-29-09	3.7	925.00
10-01-09	4.6	1150.00
03-12-10	2.7	675.00

The Symbol † denotes that this entry was part of a block-billing entry.

Time Spent By Coughlin Opposing Joinder		
Date	Time	Amount
03-15-10	2.8	700.00
05-11-10 JC	.3	75.00
05-11-10 CP	.4	38.00
05-13-10 JC	.2	50.00
05-13-10 CP	.5	47.50
05-13-10 CP	.3	28.50
TOTAL	53.8	11637.00

The Symbol † denotes that this entry was part of a block-billing entry.

**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
06/18/13	DW	Review the history of attorney fee claims in the case. Review the firms billing history.	245.00	1.8	441.00	AF
06/19/13	DW	Review issues relating to attorneys' fees.	245.00	.8	196.00	AF
06/20/13	DW	Review billing statements and work on the claim for attorneys' fees.	245.00	1.5	367.50	AF
06/25/13	DW	Work on the Motion for Attorneys' Fees. Review the authoritative basis for the award of attorneys' fees.	245.00	1.5	367.50	AF
06/24/13	DW	Review the drafts of the Motion for Attorneys' Fees and Attorneys' Affidavit.	245.00	.8	196.00	AF
06/20/13	EP	Drafted motion to extend time for application for attorneys' fees.	115.00	.2	23.00	AF
06/20/13	EP	Drafted affidavit in support of award of attorney's fees.	115.00	.7	80.50	AF
06/21/13	EP	Worked on draft of affidavit in support of award of attorney fees.	115.00	.6	69.00	AF
06/20/13	DW	Review the file and work on attorneys' fees issues.	245.00	1.00	245.00	AF
06/26/13	DW	Work on the Motion for Attorneys' Fees, Statement of Costs and Notice of Taxation and Affidavit for Attorneys' Fees. Review the pleadings to outline the form of Final Judgment.	245.00	5.5	1347.50	AF
06/26/13	LP	Shepardize attorneys' fee cases on Westlaw; revise motion for award of attorneys' fees; email to DKW re: same.	245.00	.4	98.00	AF
				14.8	3431	

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1 [†]
12/05/11	DKW	Receive and review plaintiffs' Rule 16 Memorandum; Forward to the clients; Receive the court's 11/7/11 minute order; Review portions of the file.	295.00	1.00	295.00	BB
09/08/10	MAK	Review court's minute entry denying request for clarification of attorney's fee issue; research re: advisory opinion issue and federal case law on attorney's fees determinations prior to full adjudication of case; discuss motion for reconsideration and answer/responsive pleading to complaint; review and revise acceptance of service; discuss waiver of service under Rule 4.2(d).	245.00	3.80	\$931.00	BB
10/27/10	DKW	Work on strategy in filing the response to First Amended Complaint; Receive and review Plaintiffs' Notice of Filing Revised Property Owners List and Defendants' form of Ans[w]er to First Amended Complaint.	295.00	.80	236.00	BB
				5.6	1462	
03/04/13	EP	Per supervising attorney, made telephone call to Jeffrey Coughlin's office to request courtesy copy of voir dire an jury instructions.	115.00	.20	23.00	Clerical
04/09/13	MW	Telephone call to Jeff Coughlin office re database supplied to court.	115.00	.2	23.00	Clerical
03/04/13	EP	Conf[e]rence with supervising attorney re case status.	115.0	.30	34.50	Clerical

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1[†]
03/04/13	EP	Sent email to supervising attorney to inform of finding from telephone call to Division 4 regarding case status.	115.00	.20	23.00	Clerical
04/09/13	MW	Telephone call to Kelly Gregorio of Yavapai County Superior Court re database count received and has been using in relation to the parties.	115.00	.2	23.00	Clerical
				1.1	126.5	
03/01/11	JSE	Receive and review request for order of withdrawal of certain parties.	115.00	.2	23.00	DB
03/03/11	DKW	Receive, review and send the client copies of Cong/Nguyen's Request for Order Allowing Withdrawal of Parties Cong & Ngyen [sic] and Order	295.00	.2	59.00	DB
10/02/12	DKW	Receive, review and send the client a copy of Coxes 10 th Supplemental Disclosure Statement.	245.00	.60	147.00	DB
10/03/12	RH	Receive, review and send client copy of Coxes 10 th supplement to disclosure statement.	115.00	.30	35.00	DB
10/19/12	DKW	Receive, review and send the client copies of the Notice of Deposition, Subpoena Duces Tecum and 12 th Supplemental Rule 26.1 Disclosure Statement.	245.00	1.00	245.00	DB
10/23/12	DKW	Receive and review the 13 th Supplemental Disclosure Statement and Affidavit of Sheila Cahill; Forward the same to the client; Receive, review and send the client a copy of Defendant's Supplement to 12 th Supplemental Disclosure.	245.00	1.50	368.00	DB

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1[†]
02/07/13	DW	Review selected portions of Defendant's Veres Response to Plaintiffs' Motion for Summary Judgment and Joinder. Review selected portions of the Separate Statement of Facts.	245.00	1.50	367.50	DB
02/06/13	LP	Preliminary review of Veres' Response to Plaintiffs' MSJ; email to DKW re: possible Reply.	245.00	.50	122.00	DB
04/25/11	DKW	Receive, review and send the client a copy of the Motion to Withdraw.	295.00	.20	50.00	DB
05/02/11	JSE	Receive and review Drutz's joinder in objection to request for judicial assignment.	115.00	.30	34.50	DB
04/21/11	DKW	Receive and review Coxs' Response and Objection to Request for Judicial Reassignment and Seventh Supplemental Rule 26.1 Disclosure Statement; Receive and review Cundiffs' Notice of Compliance with June 17, 2010 Notice Re: Service of Property Owners.	295.00	1.20	354.00	DB
04/19/11	JSE	Receive and review objection to our request for judicial reassignment.	115.00	.20	23.00	DB
04/19/11	DKW	Receive and review the Objection to Request for Judicial Re-Assignment; Review the authority cited in the Objection.	295.00	.60	177.00	DB
02/15/11	DKW	Receive, review and send the client a copy of Plaintiffs' Notice of Filing Second Revision of Property Owners List; Review record for additional lot splits; Receive and send to the client a copy of Hebet's 2/15/11 email.	295.00	1.40	413.00	DB

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1[†]
02/14/11	JSE	Receive and review Notice of Filing Second Revision of Property Owners List.	115.00	.20	23.00	DB
08/30/12	DKW	Receive and review Cox's Response to Objection and Motion to Strike List of Non-Expert Witnesses; Response to Request for Enlargement of Time for Disclosure of Non-Expert Witnesses and Defendant's Eleventh Supplemental Rule 26.1 Disclosure Statement.	245.00	1.00	245.00	DB
09/28/10	JSE	Receive instructions from DKW re answering complaint; begin review of file materials re service on client; discussions with DKW/MAK re how to proceed.	115.00	1.10	\$126.50	DB
09/27/10	JSE	Question to MAK re answer to complaint; receive answering memo from MAK.	115.00	.30	\$34.50	DB
09/27/10	JSE	Office conference with DKW re answer of Varilek in joinder; pull service documents for review.	115.00	1.10	\$126.50	DB
09/27/10	DKW	Conference with and provide instructions to my assistant [JSE] re: responding to the complaint.	295.00	.40	\$118.00	DB
04/28/11	DKW	Receive, review and send the client a copy of the Joinder in Defendants' Cox and Response and Objection to Request for Judicial Re-Assignment and Partial Joinder.	295.00	60	177.00	DB
08/29/12	MAK	Review defendants 11 th supplemental disclosure statement and attachments.	245.00	.60	147.00	DB

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1[†]
06/15/12	MAK	Review various disclosure statements from parties.	245.00	1.00	245.00	DB
06/12/12	DKW	Receive and review Defendant's Ninth Supplemental Rule 26.1 Disclosure Statement, Defendants' Cox Motion for Site Inspection, Veres' Joinder in Defendants' Cox Disclosure Statements and Veres Response to Plaintiffs' and Defendants' Pretrial Conference Memoranda; Review specific portions of the file.	295.00	2.00	590.00	DB
04/25/11	JSE	Receive and review motion to withdraw of Adams re Strissel and Tapp.	115.00	.20	23.00	DB
06/11/12	MAK	Review proposed Rule 16(g) schedules from other parties; prepare proposed trial scheduling order pursuant to court order.	245.00	1.10	269.50	DB
06/04/12	DKW	Receive and review the scheduling memoranda submitted by attorneys for Coxes and Cundiff.	295.00	1.20	354.00	DB
07/05/12	MAK	Review response (reply) to on-site inspection requested by defendants.	245.00	.20	49.00	DB
07/02/12	DKW	Review Coxs' reply memorandum re: site inspection; review a portion of the file.	295.00	.60	177.00	DB
05/30/12	MAK	Review and analyze plaintiff's proposed scheduling order.	245.00	.50	122.50	DB
02/06/13	DW	Review Veres' Response to Motion for Summary Judgment and Joinder. Prepare strategy for the reply memorandum.	245.00	1.20	294.00	DB
				82.4	5539.5	

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1 [†]
04/17/12	DKW	Review the status of discovery and requirements for trial.	295.00	.50	147.50	Discovery - never served
04/04/12	DKW	Review the schedule of remaining parties; Review the court file re: discovery in the case.	295.00	1.00	295.00	Discovery - never served
02/21/12	DKW	Review the status of discovery.	295.00	.80	236.00	Discovery - never served
09/14/12	DKW	Receive a message from the JA; Review portions of the file; Work on disclosures.	245.00	1.00	245.00	Discovery - never served
11/06/12	DKW	Work on disclosures to Coxs' counsel.	245.00	1.00	245.00	Discovery - never served
10/25/12	DKW	Work on issues relating to discovery.	245.00	1.20	294.00	Discovery - never served
10/07/11	DKW	Review the status of the case; Work on outlining discovery.	295.00	.80	236.00	Discovery - never served
08/29/12	DKW	Work on the client's disclosures.	245.00	.60	147.00	Discovery - never served
12/14/12	DKW	Work on disclosure deadlines; Provide instructions to my assistant.	245.00	1.00	245.00	Discovery - never served
				7.9	2090.5	

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1[†]
06/26/12	DKW	Review the scheduling deadlines in the case.	295.00	.40	118.00	EB
12/27/12	DKW	Work on trial preparation issues.	245.00	1.00	245.00	EB
05/23/12	DKW	Review the file and the filing deadlines and issues before the court	295.00	1.20	354.00	EB
11/16/12	DKW	Review the status of discovery; Review the overview of commercial activities.	245.00	1.50	368.00	EB
07/02/12	DKW	Analyze and review the scheduling of discovery, motion practice and trial procedure.	295.00	.60	177.00	EB
05/11/12	DKW	Review the status of the Rule 26.1 Disclosure Statement and documents and instruments to be be [sic] disclosed by the client.	295.00	1.00	295.00	EB
11/08/12	DKW	Conference with and provide instructions to my assistant re: deadlines in the case.	245.00	.30	74.00	EB
05/04/12	DKW	Review the file and the status of trial preparation.	295.00	1.50	442.50	EB
11/08/11	DKW	Conference regarding the outcome of the status meeting.	295.00	.40	118.00	EB
11/05/12	DKW	Work on issues in the case; Provide instructions to my assistant.	245.00	1.20	294.00	EB
10/10/11	DKW	Receive, review and send the client a copy of the Notice - Setting Hearing.	295.00	.20	56.00	EB
08/25/11	DKW	Review and outline substantive issues for motion practice.	295.00	1.20	354.00	EB
07/31/12	DKW	Review portions of the file relating to time dead-lines.	245.00	.60	147.00	EB

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
08/10/12	DKW	Analyze and review strategy in the case.	245.00	1.00	245.00	EB
08/19/11	DKW	Review and organize issues in the case; outline motions to be filed.	295.00	2.	590.00	EB/UB
08/05/11	MAK	Work on updating status of main litigation.	245.00	1.	245.00	EB/UB
08/01/11	DKW	Work on issues in the case; Telephone the judicial assistant; Outline strategy.	295.00	1.5	442.50	EB/UB
10/01/12	DKW	Review portions of the file; Provide instructions to my assistant.	245.00	120	294.00	EB
09/27/12	DKW	Review the time deadlines in the case; Provide instructions to my assistant.	245.00	.40	98.00	EB
07/22/11	MAK	Review status of case and pending motions	245.00	1.00	245.00	EB
09/25/12	DKW	Review and outline scheduled deadlines; provide instructions to my assistant.	245.00	.60	147.00	EB
07/06/11	DKW	Receive, review and send the client a copy of the court's 06/30/11 minute order, Order Allowing Withdrawal of Parties Cong & Nguyen From Action, Order to Withdraw, and Order (Permitting Filing of Amended Answer).	295.00	.60	177.00	EB
12/23/10	DKW	Receive, review and send the client a copy of the Application and Stipulation for Substitution of Counsel.	295.00	.20	59.00	EB
09/21/12	DKW	Work on trial preparation issues.	245.00	1.00	245.00	EB
03/27/13	DW	Review portions of the file and strategize issues to be presented.	245.00	.80	196.00	EB

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Biller	Task	Rate	Time	Amount	Issue #1 [†]
09/13/12	DKW	Review the status of litigation deadlines.	245.00	.80	196.00	EB
				142	6222	
09/13/12	MAK	Review entire remaining Cundiff v. Cox file; work with Barbara in retrieving from storage; re: procedural history and factual summary for motion - ** Reduce substantially in light of enormous amount of paper in underlying file.	245.00	1.50	367.50	JI-DP
09/11/12	DKW	Receive, review and send the client a copy of the joinder; Work on issues relating to the dismissing the case.	245.00	1.20	294.00	JI-DP
11/08/11	DKW	Review the previous orders of the court requiring joinder of the property holders.	295.00	.80	236.00	JI-DP
08/29/12	MAK	Work on motion to dismiss re: improper joinder.	245.00	3.60	882.00	JI-DP
08/28/12	MAK	Research re: recent Arizona case law on motion to dismiss standard.	245.00	.80	196.00	JI-DP
08/28/12	MAK	Work on due process analysis for motion to dismiss.	245.00	2.20	539.00	JI-DP
08/28/12	MAK	Review prior special action proceeding re: preparation for motion to dismiss on joinder issue	245.00	1.00	245.00	JI-DP
08/27/12	MAK	Work on procedural review/history from initial complaint filing to present re: motion to dismiss.	245.00	3.20	784.00	JI-DP
10/03/12	MAK	Research re: US Supreme Court due process decisions on joinder of parties.	245.00	1.00	245.00	JI-DP

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**MATRIX IN SUPPORT OF MOTION FOR RECONSIDERATION
VARILEK ATTORNEYS' FEES**

Date	Billor	Task	Rate	Time	Amount	Issue #1[†]
10/04/12	MAK	Research (cont) re: case law and law review articles on due process to subsequently joined parties to an action.	245.00	2.20	539.00	JI-DP
12/06/11	MAK	Review prior portions of appellate briefs and memorandum decision; discuss with DKW various constitutional arguments on due process; research due process arguments re: application of prior trial and appellate orders to new party in a case.	245.00	6.10	1494.50	JI-DP
10/09/12	MAK	Work on summary of facts for motion.	245.00	.80	196.00	JI-DP
10/10/12	MAK	Prepare (cont) procedural history of case for motion.	245.00	.80	196.00	JI-DP
10/15/12	DKW	Review issues relating to motion to dismiss and court jurisdiction.	245.00	1.20	194.00	JI-DP
12/07/11	DKW	Review issues relating to a due process violation by virtue of the orders of state court.	295.00	1.50	442.50	JI-DP
07/16/12	MAK	Prepare (cont) motion to dismiss.	245.00	1.00	245.00	JI-DP
07/13/12	DKW	Research and review authorities re: proper- parties in the action.	245.00	1.20	294.00	JI-DP
07/12/12	MAK	Prepare motion to dismiss.	245.00	2.00	490.00	JI-DP
07/05/12	MAK	Research and preparation of motion (cont).	245.00	4.20	1029.00	JI-DP
07/03/12	DKW	Analyze and review issues relating to property joinder in the case.	295.00	1.50	442.50	JI-DP

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VARILEK ATTORNEYS' FEES**

Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
06/29/12	MAK	Prepare motion re: dismissal on basis of joinder review appellate court proceedings and ruling.	245.00	5.30	1298.50	JI-DP
11/27/12	MAK	Research re: misjoinder as violation of due process.	245.00	1.10	278.00	JI-DP
11/27/12	MAK	Work on motion re: dismissal of client under rule 21.	245.00	.60	147.00	JI-DP
06/28/12	MAK	Research (cont) re: motion or dismissal of party for misjoinder under Rule 23.	245.00	5.20	1274.00	JI-DP
06/28/12	DKW	Analyze and review issues relating to moving to dismiss.	295.00	1.00	295.00	JI-DP
06/22/12	MAK	Research (cont) re: various potential constitutional issues regarding joinder and how accomplished in this case.	245.00	4.60	1127.00	JI-DP
06/21/12	MAK	Research (cont) re: legal challenge to joinder.	245.00	4.30	1053.50	JI-DP
06/20/12	MAK	Research re: federal case law reviewing state "mass joinder" litigation.	245.00	5.20	1274.00	JI-DP
02/14/13	DW	Analyze and review the issue as to the joinder-allignment [sic] of parties to the suit.	245.00	1.00	245.00	JI-DP
09/19/13	DW	Work on issues relating to the due process of law in the procedure created by the court for joinder.	245.00	1.00	245.00	JI-DP
12/07/11	DKW	Analyze and review authorities and issues relating to petitioning for relief in state appellate court and/or federal court.	295.00	1.50	442.50	JI-DP

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VARILEK ATTORNEYS' FEES**

Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
12/07/11	MAK	Discuss status conference with DKW, and discuss issues on proceedings; review file (brief); research and review case law on various matter on interlocutory basis.	245.00	6.70	1641.50	JI-DP
12/08/11	MAK	Research (cont) re: substantive and procedural due process arguments; discuss with DKW (lengthy) re: various motions or appellate practice to bring issues before appellate court; review appellate procedural rules and statute applicable to Supreme Court's original jurisdiction.	245.00	6.80	1666.00	JI-DP
12/12/11	DKW	Work on issues relating to prior decisions of the case being binding upon the client and procedural means to raise the question.	295.00	.60	177.00	JI-DP
12/12/11	DKW	Analyze and review strategy in bringing a petition for special action re: joinder of indispensable parties.	295.00	1.00	295.00	JI-DP
06/19/12	MAK	Research (cont) re: due process arguments regarding propriety of joinder.	245.00	7.20	1764.00	JI-DP
06/18/12	MAK	Research re: due process argument against attorney fee assessment to late-added party in litigation; review US Supreme Court decision.	245.00	1.40	343.00	JI-DP
03/07/12	DKW	Research and review the status of all appearing parties.	295.00	1.00	295.00	JI-DP
12/13/11	DKW	Analyze and review the previous Petition for Special Action and Memorandum Decision of the Court; Review the jurisdictional basis for Special Action of the case.	295.00	2.00	590.00	JI-DP

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VARILEK ATTORNEYS' FEES**

Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
03/14/13	DW	Receive and review the court's 3/6/13 minute orders and under advisement ruling on vacating trial, scheduling hearings on summary judgment motions and denying the motion in limine re Robert Conlin's Affidavit. Review issues relating to constitutional due process.	245.00	1.20	294.00	JI-DP
03/25/13	DW	Draft and revise a memorandum re constitutional issues involved in the joinder of all parties to the law suit.	245.00	1.80	441.00	JI-DP
03/26/13	DW	Work on and complete memorandum re issues surrounding joinder of subdivision owners and abandonment.	245.00	1.00	245.00	JI-DP
12/20/11	MAK	Research (cont) re: potential constitutional due process arguments against joinder in action, including potential liability for statutory attorney's fees.	245.00	4.60	1127.00	JI-DP
03/27/13	LP	Research (Westlaw) re: due process requirements for service/notice on indispensable parties in litigation involving abandonment of subdivision restrictions; review Cundiff and Varilek files re: documents in which indispensable party issue has been addressed; lengthy email to DKW re: status of indispensable party issue and possible due process argument.	245.00	2.30	563.30	JI-DP
03/27/13	LP	Read numerous documents in file pertaining to indispensable party issues and service on other owners; lengthy email to DKW re: potential defects in service and due process issue.	245.00	1.30	318.00	JI-DP

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Date	Billor	Task	Rate	Time	Amount	Issue #1[†]
03/27/13	MW	Respond to email from MJ re: relevant ownership date for determining who must be served.	245.00	.20	49.00	JI-DP
03/27/13	MW	Review of multiple communications re Due Process Issues and Memorandum of such for April 16 th , 2013 hearing.	115.00	.30	34.50	JI-DP
03/27/13	MW	Office communication with supervising attorney re Due Process of 2010 to current issues and future title transfer issue notification re such.	115.00	.20	23.00	JI-DP
03/28/13	DW	Review portions of the file and work on issue relating to the formulated process for joining the subdivision owners.	245.00	1.00	245.00	JI-DP
03/28/13	LP	Research (Westlaw) re: adequacy of notice to indispensable parties; lengthy email to DKW re: bases for due process argument.	245.00	1.30	318.50	JI-DP
04/1/13	LP	Research (Westlaw) re: due process requirements for service./notice in class actions; email to DKW re: possibility of separate memoranda on due process and adequacy of service; work on draft of hearing memo on due process.	245.00	3.9	955.50	JI-DP
04/01/13	LP	Research (Westlaw) re: misleading/inaccurate notices as violations of due process; work on draft of hearing memo on due process.	245.00	2.2	539.00	JI-DP
04/01/13	LP	Work on authorities section of hearing memo on due process.	245.00	1.00	245.00	JI-DP

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Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
04/02/13	LP	Keycite citations on Westlaw; review cases obtained through Keycite; complete draft of hearing memo on due process.	245.00	5.8	1421.00	JI-DP
04/03/13	DW	Analyze and review formulating the arguments relating to due process violations.	245.00	1.2	294.00	JI-DP
04/04/13	LP	Review examples of service defects provided by MJ; research (Westlaw) re: service requirements; lengthy email to MJ and DKW re: service defects.	245.00	1.2	294.00	JI-DP
04/04/13	LP	Revise draft of due process memorandum to include examples of defective service; email to DKW re: possible conversion of memorandum to motion.	245.00	.4	98.00	JI-DP
04/04/13	LP	Exchange of several email with DKW; revise due process memorandum to file as a motion.	245.00	.5	122.50	JI-DP
04/04/13	DW	Review the draft of the memorandum re joinder and due process. Review selected authorities.	245.00	1.5	367.50	JI-DP
04/05/13	MW	Preliminary Review of Process Documents for issues in process. Summarized findings to supervising attorney re same.	115.00	1.2	138.00	JI-DP
04/08/13	DW	Work on completing the motion directing the Cox's to comply with due process requirements.	245.00	.8	196.00	JI-DP
12/15/11	MAK	Work on (cont) analysis of issues and procedural matters resulting from client's joinder into case post-appeal.	245.00	5.40	1323.00	JI-DP

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VARILEK ATTORNEYS' FEES**

Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
12/14/11	DKW	Research and review issues relating to filing a petition for special action.	295.00	1.20	354.00	JI-DP
04/10/13	MW	Revived copy of database from Jeff Coughlin office supplied to court and used in Due Process. Reviewed and drafted notes to supervising attorney.	115.00	.2	23.00	JI-DP
04/10/13	MW	Cross checked of owner's list database against acceptances of service and publication order for known errors of process.	115.00	1.8	207.00	JI-DP
04/18/13	DW	Work on issues relating to due process and joinder of property owners.	245.00	.8	196.00	JI-DP
04/18/13	DW	Telephone conference with Jeff Adams re Joinder issues.	245.00	.4	98.00	JI-DP
04/21/13	MW	Yavapai County Cartography Department research and analysis of Coyote Spring property change and impact in current due process matter.	115.00	.8	92.00	JI-DP
04/26/13	DW	Receive and review defendants' response to Varilek's motion to compel compliance with due process and motion to require Coxs' to perform joinder.	245.00	1.00	245.00	JI-DP
04/29/13	DW	Review the arguments and issues raised in Coxs' response to motion for due process compliance.	245.00	.8	196.00	JI-DP
04/29/13	LP	Review Defendants' Response to Due Process Motion and Defendants' Motion to Dismiss; research (Westlaw) re: issues raised by Response and Motion; prepare Reply to Response and Response to Motion email to DKW re: same.	245.00	5.21	1274.00	JI-DP

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Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
04/30/13	DW	Review portions of the file and the draft of the response and reply motion re due process and joinder.	245.00	1.2	294.00	JI-DP
04/30/13	JB	Revise Varilek's Reply to Defendants' Response to his Motion to Require Defendants Cox to Serve the Indispensable parties with Documents Comporting with Due Process and for Filing with the court.	85.00	.3	25.50	JI-DP
05/07/13	DW	Research and review issues relating to due process.	245.00	1.00	245.00	JI-DP
05/10/13	DW	Review the status of the due process issues before the court.	245.00	.8	196.00	JI-DP
05/14/13	EP	Gather and input data re: sold properties.	115.00	5.3	609.50	JI-DP
05/14/13	DW	Receive, review, and send the client a copy of plaintiffs' joinder in Varilek's reply re compliance with due process. Review the minute orders referred to in plaintiffs' joinder.	245.00	.6	147.00	JI-DP
05/15/13	DW	Work on issues relating to the property owner list.	245.0	.6	147.00	JI-DP
05/16/13	EP	Gather and input data re: sold properties.	115.00	1.5	172.50	JI-DP
05/17/13	EP	Gathered data re: service of process.	115.00	5.00	575.00	JI-DP
05/21/13	DW	Research and review the list of current owners and previous list of owners. Review forms of service of process.	245.00	1.5	367.50	JI-DP
05/30/13	DW	Work on issues relating to joining additional parties.	245.00	.8	196.00	JI-DP

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Date	Billor	Task	Rate	Time	Amount	Issue #1 [†]
				166.4	39113.8	
09/04/12	MAK	Review prior special action petitions filed in Cundiff v. Cox case. (NC)	245.00	3.60	882.00	NC
10/09/12	MAK	Research (duplicate due to loss of e-mails with research results) re: due process to parties later joined to an action (no charge).	245.00	1.40	343.00	NC
12/13/11	MAK	Review Cundiff v. Cox relevant rulings, and appellate court decision (look for old files in storage) (N.C.)	245.00	3.40	833.00	NC
				8.4	2058	
02/25/13	DW	Conference with Drutz re: settlement and dismissal of the client's claim	245.00	1.50	367.50	Veres
02/27/13	DW	Revise and complete the stipulation and order of dismissal in Varilek v. Veres.	245.00	.80	196.00	Veres
02/27/13	EP	Emailed Stipulation to Dismiss without Prejudice to Mark Drutz.	115.00 NC	.20	00.00	Veres
03/13/13	DW	Receive the executed 3/18/13 order dismissing Varilek v. Veres. Send a copy to the client.	245.00	.20	49.00	Veres
02/25/13	DW	Work on the form of tolling agreement in the consolidated case with Veres	245.00	1.00	245.00	Veres
02/27/13	DW	Receive correspondence from Drutz re: settlement with Veres.	245.00	.20	49.00	Veres
				3.9	906.5	

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Date	Biller	Task	Rate	Time	Amount	Issue #1[†]
08/17/12	DKW	Work on issues in the estate; Provide instructions to my assistant.	245.00	.40	98.00	Wrong File

AF = Attorney's Fees Application; **BB** = Block Billing; **DB** = Double Billing; **EB** = Excessive Billing; **JI-DP** = Time spent on the Joinder Issue as it Relates to Due Process; **NC** = noted as a 'no-charge' but was charged by F&W; **Veres** = Time spent on *Varilek v. Varilek*, P1300CV20090822, *not* the *Cundiff v. Cox* case; **UB** = Unnecessary Billing; **Discovery - Never Served** = Time spent on Discovery and Disclosure but no discovery or disclosure was ever produced/served; **Clerical** = clerical work that typically would be deemed to be part of overhead.

SUPERIOR COURT, STATE OF ARIZONA, IN AND FOR THE COUNTY OF YAVAPAI

<p>JOHN B. CUNDIFF and BARBARA C. CUNDIFF, husband and wife; BECKY NASH, a married woman dealing with her separate property; KENNETH PAGE and KATHRYN PAGE, as Trustee of the Kenneth Page and Catherine Page Trust,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">-vs-</p> <p>DONALD COX and CATHERINE COS, husband and wife,</p> <p style="text-align: right;">Defendant.</p>	<p>Case No. CV2003-0399</p> <p>UNDER ADVISEMENT RULING</p>	<p style="text-align: center;">FILED</p> <p>DATE: <u>4-4-05</u></p> <p><u>2</u> O'Clock <u>1</u> .M.</p> <p style="text-align: center;">JEANNE HICKS, CLERK</p> <p>BY: <u>Ar. G. Kinkadee</u> Deputy</p>
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HONORABLE DAVID L. MACKEY

BY: Joy Shepard
Judicial Assistant

DIVISION 1

DATE: April 4, 2005

The Court took the Plaintiffs' Motions For Summary Judgment and the Plaintiffs' Motion In Limine under advisement after oral arguments on January 31, 2005. The Court has now fully considered the file, the arguments and relevant law.

In order to grant a Motion For Summary Judgment pursuant to Rule 56(c), *Arizona Rules of Civil Procedure*, the Court must conclude that there is no genuine issue of material fact and that the requesting party is entitled to judgment as a matter of law.

Plaintiffs' first Motion for Summary Judgment seeks enforcement of the non-waiver provision of the Declaration of Restrictions for Coyote Springs Ranch. Defendants argue the factual disputes that exist regarding abandonment of the restrictions. While there is a distinction between waiver and abandonment, *Burke v. Voicestream Wireless Corp.*, 207 Ariz. 393, 87 P.3d 81, ¶26 (App., 2004) recognized the longstanding test for a complete abandonment of deed restrictions as follows:

"Whether the restrictions imposed upon the use of lots in this subdivision have been so thoroughly disregarded as to result in such a change in the area as to destroy the effectiveness of the restrictions, defeat the purposes for which they were imposed and consequently amount to an abandonment thereof." Citing *Condos v. Home Development Company*, 77 Ariz. 129, 133, 267 P.2d 1069, 1071 (1954).

The Court finds that there is a material factual issue regarding whether the restrictions in this case have been so thoroughly disregarded as to result in a change in the area that destroys the effectiveness of the restrictions, defeats the purposes for which they were imposed and amounts to an abandonment of the entire Declaration of Restrictions. The Plaintiffs are not entitled to summary judgment regarding the enforcement of the non-waiver clause.

THEREFORE, IT IS ORDERED Plaintiffs' Motion for Summary Judgment Re: Waiver of Restrictive Covenant Prohibiting Business and Commercial Enterprises is **DENIED**.

Next, the Plaintiffs seek summary judgment regarding the Defendants affirmative defenses of estoppel, laches and unclean hands. This motion also seeks a legal determination that the Declaration of Restrictions contains an unambiguous and enforceable provision prohibiting trade, business, industrial or commercial use. For the reasons set forth above, there is a material factual dispute regarding the enforceability of the terms in the Declaration of Restrictions. The issue of abandonment will have to be litigated before the Court will be in position to decide the enforceability of any term of the restrictive covenants. The Plaintiffs are not entitled to such a summary determination. However, the facts upon which the Defendants rely to support their affirmative defenses do not rise to estoppel, laches and unclean hands as a matter of law. There are no material factual issues that preclude summary judgment in favor of the Plaintiffs on the affirmative defenses of estoppel, laches and unclean hands.

THEREFORE, IT IS ORDERED Plaintiffs' Motion for Summary Judgment Re: Defendants' Violations of Restrictive Covenants; Affirmative Defenses of Estoppel, Laches and Unclean Hands is **GRANTED, in part**. However, to the extent the motion seeks a summary declaration as to the enforceability of the Declaration of Restrictions, the motion is **DENIED**.

The Court also took the Plaintiffs' Motion In Limine To Preclude Defendants' Introduction of Lay Witness Opinion Testimony under advisement. The Plaintiffs seek to prohibit Defendants from offering lay witness testimony as to the existence of other violations of the Declaration of Restrictions. Rule 602, Ariz.R.Evid. permits testimony on matters of "personal knowledge". Furthermore, Rule 701, Ariz.R.Evid. permits a lay witness offer "opinions or inferences" when the opinions or inferences "... are (a) rationally based on the perception of the witness and (b) helpful to a clear understanding of the witness' testimony or the determination of a fact in issue."

The Court will not permit testimony that attempts to state a legal opinion regarding a violation of the Declaration of Restrictions. However, the Court will allow lay witnesses to testify regarding their personal observations and upon appropriate foundation opinions or inferences pursuant to Rule 701, Ariz.R.Evid. There is no showing that the lay witnesses Defendants have disclosed cannot meet those foundational requirements at this time.

The Plaintiffs also object to the use of investigator Sheila Cahill. However, even a paid investigator can testify as to personal observations and upon appropriate foundation offer opinions or inferences pursuant to Rule 701, Ariz.R.Evid.

THEREFORE, IT IS ORDERED the Plaintiffs' Motion In Limine To Preclude Defendants' Introduction of Lay Witness Opinion Testimony is **DENIED**.

Finally, the Court has reviewed the parties' Comprehensive Pretrial Statements.

IT IS ORDERED all expert witnesses shall be disclosed 60 days before trial.

IT IS ORDERED all non-expert witnesses shall be disclosed 75 days before trial.

IT IS ORDERED all discovery shall be completed 45 days before trial.

IT IS ORDERED all dispositive motions shall be filed 60 days prior to trial.

IT IS ORDERED all motions in Limine shall be filed 30 days prior to trial.

IT IS ORDERED the parties shall file a Joint Pretrial Statement, Proposed Voir Dire, Proposed Jury Instructions and Proposed Forms of Jury Verdicts no later than 10 days prior to trial.

The Plaintiffs' First Amended Complaint seeks damages based upon three Counts of Breach of Contract as well relief on their claims for a declaratory judgment and injunctive relief. The Defendants have requested a jury trial on all issues. The Defendants are entitled to a jury determination on the breach of contract claims and to an advisory jury on the claims for declaratory judgment and injunctive relief.

IT IS ORDERED setting a Jury Trial for August 2, 2005 at 9:00 a.m. with six days allotted. The trial days shall be August 2, 3, 4, 5, 9 and 10, 2005.

The Court concludes that given the resources that will be expended to litigate this matter a settlement conference before a Superior Court Judge is appropriate.

THEREFORE, IT IS ORDERED the parties shall participate in a Settlement Conference conducted by a Superior Court Judge.

IT IS ORDERED assigning this case to the Presiding Judge for the assignment of a Judge to conduct a Settlement Conference. This case will remain assigned to this Division for all other matters.

cc: David K. Wilhelmsen – Favour Moore & Wilhelmsen, P.O. Box 1391, Prescott, AZ 86302
Jeffrey Adams – Musgrove, Drutz & Kack, 1135 Iron Springs Road, Prescott, AZ 86302
Beverly and Richard Strissel (w/correspondence) – 9350 E. Slash Arrow Drive,
Prescott Valley, AZ 86314-4163
Presiding Judge

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1 13. At the time I purchased the Crutchfield Property, the Declarations were not provided to
2 me.

3 14. I became aware of the Declarations after moving to the Crutchfield Property and hearing
4 about the lawsuit involving the Tree Farm.

5 15. It is my understanding the lawsuit involves a dispute over whether the Tree Farm violates
6 the paragraph 2 of the Declarations, which provides that "no trade, business, profession or any
7 other type of commercial or industrial activities shall be initialed or maintained within said
8 property or any portion thereof."

9 16. In my opinion, having viewed all the farms and other small business ventures going on
10 within Coyote Springs Ranch prior to purchasing the Crutchfield Property, paragraph 2 of the
11 Declarations is being thoroughly disregarded.

12 I declare under penalty of perjury that the foregoing is true and correct.

13 Executed on this 3 day of August, 2014.

14
15 By Margaret Crutchfield
16 Margaret Crutchfield
17 a/k/a Peggy Crutchfield

18 [end]
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EXHIBIT "1"

at the request of

When recorded mail to:

Margaret Crutchfield

7515 N Coyote Spring Rd
Prescott Valley AZ 86315

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,

Christopher Mattson, a single man do/does hereby convey to

Margaret Crutchfield, an unmarried woman

the following real property situated in Yavapai County, Arizona:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

DATED: April 30, 2014

PROPERTY TRANSFERS EXEMPT FROM
AFFIDAVIT AND FILING FEES (ARS 11-1134) B3

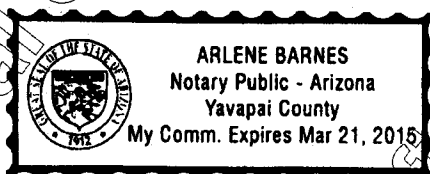

Christopher Mattson

State of Arizona

County of Yavapai

} ss.

The foregoing instrument was acknowledged before me this 30th day of April, 2014, by Christopher Mattson





NOTARY PUBLIC
My commission expires:

Exhibit A

All that portion of Section 25, Township 15 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the East Quarter Corner of Section 25 marked with a General Land Office Brass capped pipe monument;

Thence North $00^{\circ}02'44''$ West, 330.36 feet to a one-half inch rebar;

Thence North $89^{\circ}58'56''$ West, 1320.92 feet;

Thence South $00^{\circ}02'32''$ East, 330.31 feet;

Thence South $89^{\circ}58'48''$ East, 1320.94 feet to the POINT OF BEGINNING.

EXHIBIT "2"

When recorded, return to:
Robert D. Conlin
2233 North 7th Street Phoenix, Az 85006

STATE OF ARIZONA, County of Yavapai—ss. 17461

I do hereby certify that the within instrument was filed and recorded at the request of Tom Lynch
or June 13 A.D. 1974 at 1:35 o'clock P. M. Book 916 Official Records
Page 680-681-682 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder

By Mary E. Hampton Deputy

COYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anne Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinbelow set forth.
2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.
3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.
4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.
5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.
6. All residence buildings to be erected, constructed, maintained or moved upon the premises or any portion thereof, as the case may be, shall be of new construction. Residence buildings shall have concrete foundations and hardwood or concrete floorings.

7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bonafide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

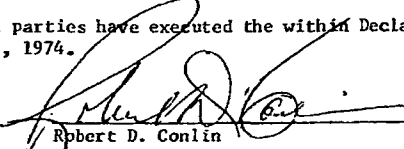
16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

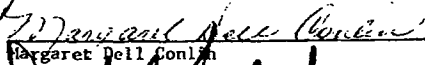
17. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

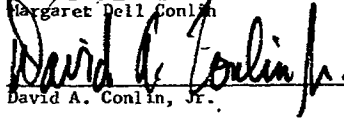
18. Invalidity of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.


Robert D. Conlin


Margaret Dell Conlin



David A. Conlin, Jr.

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77

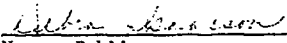

Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 12th day of June, 1974, personally appeared David A. Conlin, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77


Notary Public

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1. I am above the age of majority and I am competent to make this Declaration.
2. I am making this Declaration upon my personal knowledge of the matters herein.
3. I reside at 8915 E. Saddle Horn Trail, Prescott Valley, 86315 ("**Saddle Horn**"), which is located in Coyote Springs Ranch.

5. I have resided at the Saddle Horn property since early 2011.

7. I am familiar with the Declaration of Restrictions of Coyote Springs Ranch that were recorded on June 13, 1974 (“**Declarations**”), a copy of which is attached hereto as Exhibit 1.

9. I am familiar with Section 2 of the Declarations which state that “No trade, business, profession or any other type of commercial or industrial activity shall be initialed or maintained within said property or any portion thereof.”

11. I am familiar with Section 7.e of the Declarations which state that "No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and

1 necessary out buildings shall be erected placed, or permitted to remain on any portion of said
2 property.”

3 12. I am familiar with Section 16 of the Declarations which state that “all garbage or
4 trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or
5 placed in an enclosed area so as not to be visible from the adjoining properties.”

6 13. I am currently storing on the Saddle Horn Property a Forest River 32' fifth-wheel
7 RV trailer, which is in full view of the road and neighboring properties.

8 14. There is a large propane tank, rented from Yavapai Bottle Gas that is situated on
9 the Saddle Horn Property which is in full view of the road and neighboring properties.

10 15. These items have been on the Saddle Horn Property for about two years.

11 16. On my daily commute down a 5-mile stretch of Coyote Springs Road, I observe
12 many violations of the Declarations in Coyote Springs Ranch. These include, but are not limited
13 to, multiple homes on properties, dumpsters along the road or on the owners' properties in clear
14 view of the road and in an unenclosed area, and businesses. One business in particular that I have
15 observed is Mountain View Paint Horse Ranch located at 7950 Coyote Springs Road (APN 103-
16 03-113J). Attached hereto as Exhibit “2” are pages from the Mountain View Paint Horse Ranch
17 website advertising horse sales and breeding, stallion semen collection, shipping of semen and
18 foals available at 7950 Coyote Springs Road.

19 17. I have reviewed the Affidavit of Sheila M. Cahill dated October 16, 2012,
20 wherein Ms. Cahill identifies numerous apparent violations of paragraphs 6, 7a, 7b, 7c, 7e, 8, 9,
21 12, 13, and 16 of the Declarations, which she and her staff observed. One of the properties
22 identified as violating the Declarations is the Mountain View Paint Horse Ranch which is listed
23 on page 11 of Ms. Cahill's Affidavit.

24 18. Based upon my observations during my daily commute down a 5-mile stretch of
25 Coyote Springs Road, the Declarations are being thoroughly disregarded.

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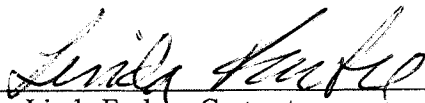
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I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 14TH day of AUGUST, 2014.

By 
Linda Furbee, Co-trustee
Furbee Family Trust
dated November 17, 2009

[end]

EXHIBIT "1"

When recorded, return to:

Robert D. Conlin

2233 North 7th Street

Phoenix, Az 85006

STATE OF ARIZONA, County of Yavapai--st. 17:161

I do hereby certify that the within instrument was filed and recorded at the request of Tom Lynch

on June 13, A.D. 1974 at 1:35 o'clock P. M. Book 216 Official Records

Page 680-681-682 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PAISY C. JENNEY, County Recorder

By Mary S. Hampton, Deputy

COYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anne Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinbelow set forth.

2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.

3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.

4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.

5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.

6. All residence buildings to be erected, constructed, maintained or moved upon the premises or any portion thereof, as the case may be, shall be of new construction. Residence buildings shall have concrete foundations and hardwood or concrete floorings.

7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bonafide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

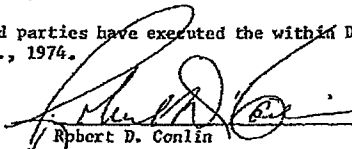
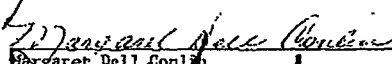
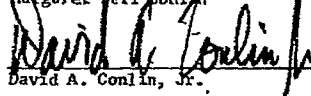
17. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

18. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

383 N. 21

19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.

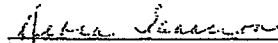

Robert D. Conlin

Margaret Dell Conlin

David A. Conlin, Jr.

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77


Notary Public

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared David A. Conlin, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77

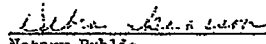

Notary Public

EXHIBIT "2"

Owners:
Chuck & Sherry Marx

Address:
7950 Coyote Springs Road
Prescott Valley, Arizona 86315

Fax: 928.772.6498

Cell Phone:
Sherry: 602.882.0868
Chuck: 602.820.7801

Quick Contact:
riomontana@aol.com



Please visit our Sale Barn
to "Pick your Perfect Gift"

[LEARN MORE](#)



The Gift of Midas -
World Champion Stallion

[LEARN MORE](#)



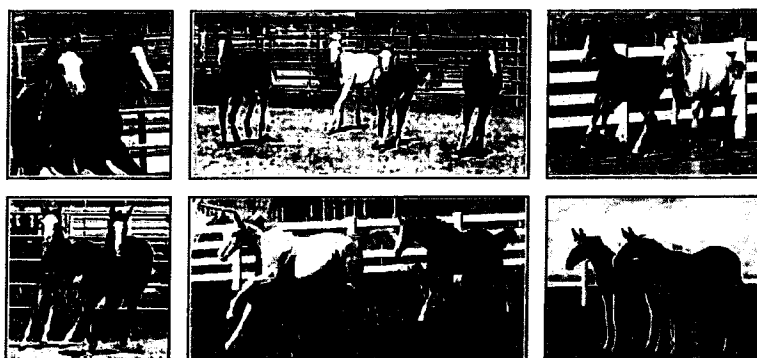
Prescott Valley Facilities

[LEARN MORE](#)

RANCH PRODUCTS AND SERVICES

HORSE SALES & BREEDING

Mountain View Paint Horse Ranch is the best place to look for American Paint Horses for sale in Arizona, with a wide selection of well bred horses of all ages. The ranch has a variety of Paint Horse show prospects available for sale from **The Gift of Midas**, our World Champion Stallion and other top APHA stallions bred to our well bred mares. For more information on Paint Horses available for sale, please visit our [Sale Barn](#).



STALLION BREEDINGS

See our [Stallion Home Page](#) for Breeding Information.

HORSE BOARDING

Horse boarding is available in the [Prescott Valley location](#), where the following facilities and arrangements are available:



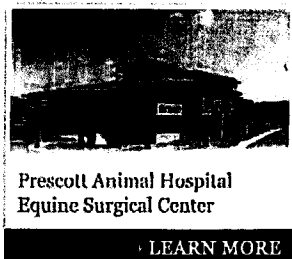
- › Show Barn (12x12' stalls with 30' outside runs): \$400
- › Stallion Barn (10x10' stalls with 2,500 sq ft outside runs): \$400
- › Rehabilitation Barn (12x12' stalls with 12x12' outside runs): \$20-\$30/day
- › Mare Motel (16x16' covered pipe stalls with shared 3,000 sq ft turnout): \$350
- › Paddocks - 20,000 sq ft paddocks shared by 4 horses each: \$250

Horses are fed 3 times a day. Stalls are cleaned daily. All horses must be wormed and vaccinated. Ranch provides psyllium and feed through fly deterrents.

Additional services available at Prescott Valley include:

- › Grooming Services: \$25/month - horse will be groomed every week
- › Exercise Ride or Lunge: \$25/ride - (includes tacking / riding for ½ hour / untacking / brushing / and rinsing when necessary.
- › Foaling - Mares will be monitored and attended to along with all necessary monitoring of the foal for first 24 hours: \$300 for the foaling, plus board for the mare.

Please [click here](#) to download our Boarding Agreement for Prescott Valley facilities.

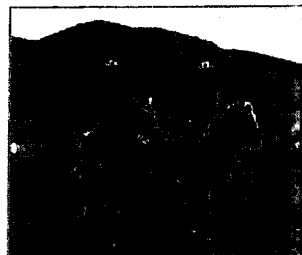


(Back to Previous Page)

For information on the [Scottsdale location](#) contact Sherry at 602.882.0868. The facility has 12 stalls and can be expanded. It is available for lease to a trainer - the facility is located in the heart of the Equestrian Center of North Scottsdale on 100th Street and Larkspur - about 3 miles due south of WestWorld.

HORSEY SUMMER CAMP

Tired of the Phoenix heat in the summer? Bring your horse(s) to the mountains in Prescott Valley for a summer vacation. There is plenty of room for your horse on our 10 acre property at 5,000 foot elevation - and there are miles and miles of state lands to ride and wonderful Ponderosa Pine trails in the Mingus Mountains just minutes from our ranch.



Mary and Brett enjoying the summer...

HORSE REHABILITATION

Mountain View Paint Horse Ranch provides horse rehabilitation after surgery, monitored stall rest and hand walking in a safe, clean mountain air environment. The ranch is 10 minutes from a \$2.5 million equine surgical hospital in Prescott Valley, AZ and Prescott Valley is, on average, 20 degrees cooler than Phoenix.

MVPHR facilities include a 6 stall barn capable of IV administration (under local vet supervision), wound care / dressing changes. We can administer your vet prescribed meds as necessary, and flat and mountain trails are within minutes of the facility to support your horse's rehab efforts.

MVPHR is not affiliated with the Prescott Animal Hospital but it uses the facilities for vet and surgical care for its own horses. See the design of this award winning facility by [clicking here](#).

EZALL HORSE CLEANING PRODUCTS

[Click here](#) for information on our eZall products.



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Owners:
Chuck & Sherry Marx

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Prescott Valley, Arizona 86315

Fax: 928.772.6498

Cell Phone:
Sherry: 602.882.0868
Chuck: 602.820.7801

Quick Contact:
riomontana@aol.com



The Gift of Midas -
World Champion Stallion

[LEARN MORE](#)



Felipe's Breeding Contract

[VIEW NOW](#)



I Got Charisma
In Memory / 1997 - 2012

[LEARN MORE](#)

STANDING STALLIONS



Welcome to our Stallions Home page. Please click on any of the links below to be taken to that stallion's home page. Our stallions are bred for Hunt Seat and All Around performance foals.

MVP Stallion	Stallion Age and Status	Stallion Color
The Gift of Midas	2005 - Multiple World & Reserve World Champion	Loud Sorrel Overo
The Gift of Midas ^{Two}	2011 - OLWS negative brother of The Gift of Midas	Minimal Sorrel Overo
NFR Wiconi Warrior	2004 - 4 th at 2007 APHA World Show	Bay Overo
Norfleets Super Sun	2003 - son of APHA Champion, Magnum Fleet	Minimal Sorrel Overo
I Got Charisma	1997 - sire of The Gift of Midas - sadly deceased	Chestnut Overo

BREEDING INFORMATION

Breeding fees for The Gift of Midas are \$900. Collection fees are \$200 per shipment / breeding fee includes the first collection. Shipping fees are at actual cost. Discounts are available for early bookings, multiple mares and performance producing mares. World Champion mares are 100% discount!

Coming soon!!! The Gift of Midas ^{Two} is a full brother to our World Champion stallion. Unlike his brother, "Gaston" has been tested negative for the OLWS gene and cannot produce a lethal white foal. Gaston will be going into training with Roger Deromedi during 2013 and will stand at stud as soon as he has some fun in the show arena.

Mountain View Paint Horse Ranch ships only frozen semen for NFR Wiconi Warrior. The pricing for breedings to NFR Wiconi Warrior are "private treaty". Please call the ranch for more information.

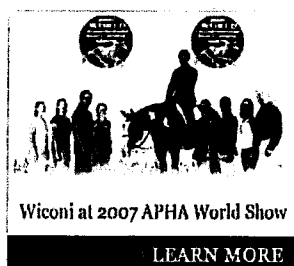
Our Western stallion - Norfleets Super Sun is OLWS negative and comes from the bloodline of the #1 all time stallion Mr Norfleet. He can be safely bred to any mare. See his loud colored foal on the cover of the August, 2007 Paint Horse Journal! Breedings to "Maverick" are available through "private treaty". Please call the ranch for more information.

The ranch also provides mare care (inseminations and foaling) and embryo transfers. Contact the ranch for more details.

To book your mare, please download, complete and mail your signed contract and booking fee with a copy of your mare's registration papers to Mountain View Paint Horse Ranch.

It is our hope that the horses sired by our stallions go on to great show careers. To support that end, the Mountain View Paint Horse Ranch will offer the following discounts and incentives to mares bred by, and foals sired by, our stallions:

BREEDING DISCOUNTS



(Back to Previous Page)

- › 100% discount on breeding fee for breedings to APHA / AQHA World Champion mares.
- › 75% discount on breeding fee for breedings to APHA / AQHA Reserve World Champion mares.
- › 20% discount on breeding fee for breedings to multiple mares.
- › 10% discount on breeding fee for all bookings recorded before December 31st of the year preceding shipments.
- › 10% discount on breeding fee for all returning mares!

SHOW INCENTIVES

- › 1st ten (10) foals in each foal class to earn an APHA point in any class - \$100
- › 1st foal in each foal class to earn an APHA ROM in any class - \$250
- › 1st foal in each foal class to earn an APHA Superior stet class - \$500
- › 1st foal in each foal class to earn an APHA Reserve World Championship - \$2,500
- › 1st foal in each foal class to earn an APHA World Championship - \$5,000

FUTURITIES

The Gift of Midas foals will also be eligible for the following futurities:

- › APHA Breeders Trust Gold
- › NSBA Stallion Incentive Fund
- › NSBA Breeders Challenge
- › Southern Belle Invitation Futurities
- › Western Paint World Futurities
- › Triple Crown Futurities
- › Arizona Stallion Service Auction / Futurities
- › The Gift of Midas foals will also be eligible for a number of other state Futurities.



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Cell Phone:
Sherry: 602.882.0868
Chuck: 602.820.7801

Quick Contact:
riomontana@aol.com



Broodmares' Photo Gallery

[VIEW NOW](#)

[\(Back to Previous Page\)](#)

RANCH BROODMARES



Welcome to our broodmares' home page. MVPHR is home of World Champion Valencia Sol (pictured at left) and World Champion Producer Supreme Silver Bullet (pictured at right).



All of our Broodmares have excellent show records or were sired by APHA top 20 Stallions. Please click on any of the broodmares' names below to be taken to that mare's page. If you are interested in any of the foals that were produced by these mares, please contact us at the ranch. If you want to reserve or "custom order" your next foal now, give us a call!

"Pick Your Perfect Gift"

MVP Broodmare	Mare Bred To	Foal Due In	Mare's Sire
<u>Red Classy Sensation</u>	The Gift of Midas	2013	Zippos Sensation
<u>Frozen Solid Zippo</u>	The Gift of Midas	2013	Paint Me Zippo
<u>Shez Solid as a Rocki</u>	The Gift of Midas	2013	R Big Time Fancy
<u>Hopa Warrior</u>	The Gift of Midas	2013	^{NFR} Wiconi Warrior
<u>Joy to the Lark</u>	The Gift of Midas	2013	Larks Best Reason (QH)
<u>Lola Sheza Showgirl</u>	The Gift of Midas	2013	Whose Got The Tab
<u>Luke No Spots</u>	The Gift of Midas	2013	Luke at Me
<u>Marc's Choice</u>	The Gift of Midas	2013	Trail City (TB)
<u>Red Hot Dorsey</u>	The Gift of Midas	2013	Red Hot Scotchman
<u>Its Cherrie Pie Time</u>	The Gift of Midas	2013	R Big Time Fancy
<u>Kick A Little Assets</u>	Gentlemen Send Roses	2013	Frozen Assets
<u>Supreme Silver Bullet</u>	I Got Charisma	2013	Vans Silver Bullet
<u>RC Cruise Control</u>	All Time Fancy	2013	Red Charisma
<u>Valencia Sol</u>	Allocate Your Assets	2013	Sols Ah Wah Cous
<u>Bueno Blue Lady</u>	(Open)		BuenoCowboyCadillac
<u>Luking For Rain</u>	(Open)		Luke At Me
<u>All Time Charisma</u>	(Open)		All Time Fancy



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13. These items have been on the Saddle Horn Property for about two years.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 14th day of Aug, 2014.

By William W. Furbee
William W. Furbee, Co-trustee
Furbee Family Trust
dated November 17, 2009

[end]

Exhibit "1"
(Furbee Declaration)

When recorded, return to:

Robert D. Conlin

2233 North 7th Street Phoenix, Az 85006

STATE OF ARIZONA, County of Yavapai--s. 17-161

I do hereby certify that the within instrument was filed and recorded at the request of Tom Lynch
on June 13 A.D. 1974 at 1:35 o'clock P.M. Book 916 Official Records
Page 680-681-682 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PAISY C. JENNEY, County Recorder

By Mary S. Hampton Deputy

CUYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anne Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinbelow set forth.

2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.

3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.

4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.

5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.

6. All residence buildings to be erected, constructed, maintained or moved upon the premises or any portion thereof, as the case may be, shall be of new construction. Residence buildings shall have concrete foundations and hardwood or concrete floorings.

7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bonafide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

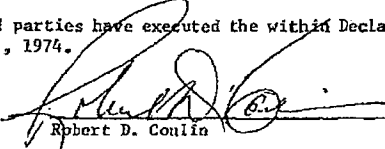
17. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

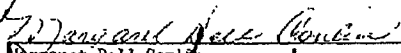
18. Invalidation of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

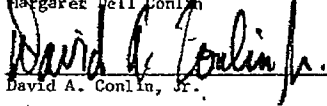
383 N/2

19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.


Robert D. Conlin


Margaret Dell Conlin

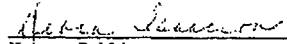

David A. Conlin, Jr.

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77

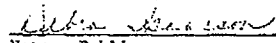

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Notary Public



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11. In or about March of 2003, my wife Pamela and I formed a landscaping business called New Life Landscapes (“**New Life**”). Since New Life was formed, the principal place of business has been the Spurr Lane Property. *See* 2004 and 2014 Annual Reports/Certificates of Disclosure, attached hereto as Exhibit “3”.

12. The photo attached hereto as Exhibit "4" depicts a dumpster in use on the Spurr Lane Property. The dumpster is visible from the road and adjacent properties.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 18th day of August, 2014.


By 
Grant L. Griffiths
Owner, New Life Landscapes, Inc.

Exhibit “1”

Recording Requested By:
FIRST AMERICAN TITLE

When Recorded Mail To:

MR. & MRS. GRIFFITHS
13936 SPRINGWATER CT
GARDEN GROVE, CA 92643

INSTRUMENT # 9330891
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO W. CARSON
REQUEST OF:
FIRST AMERICAN TITLE INS CO
DATE: 07/02/93 TIME: 11:30
FEE: 7.00 SC: 4.00 PT: 1.00
BOOK 2657 PAGE 766 PAGES: 001

Escrow No. 255-105-0200916

JOINT TENANCY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or

ARTHUR A. MENDIBLES and ESTHER E. MENDIBLES, husband and wife the GRANTOR
do hereby convey to

GRANT L. GRIFFITHS and PAMELA L. GRIFFITHS, husband and wife the GRANTEE
not as tenants in common and not as a community property estate, but as joint tenants with
right of survivorship, the following described real property situate in Yavapai County,
Arizona:

The Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 12,
Township 15 North, Range 1 West, Gila and Salt River Base and Meridian, Yavapai County,
Arizona.

EXCEPT all oil, gas, coal and minerals whatsoever as reserved in Deed recorded in Book
115 of Official Records, Page 578, records of Yavapai County, Arizona.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions
restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the
matters above set forth.

The GRANTEE by signing the acceptance below evidence their intention to acquire said
premises as joint tenants with the right of survivorship, and not as community property
or as tenants in common.

Dated: June 7, 1993

ACCEPTED AND APPROVED:

GRANT L. GRIFFITHS

PAMELA L. GRIFFITHS

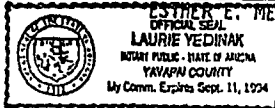
ARTHUR A. MENDIBLES

ESTHER E. MENDIBLES

STATE OF ARIZONA

County of Yavapai

SS.



This instrument was acknowledged and executed before me this 2nd day of JULY
19 93 by ARTHUR A. MENDIBLES and ESTHER E. MENDIBLES

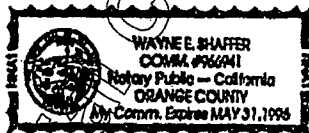
My Commission Expires: 9-11-94

Notary Public

STATE OF California

County of Orange

SS.



This instrument was acknowledged and executed before me this 25th day of June
19 93 by GRANT L. GRIFFITHS and PAMELA L. GRIFFITHS

My Commission Expires: May 31, 1995

Notary Public

Exhibit “2”

383 M-2

When recorded, return to:
Robert D. Conlin
2233 North 7th Street
Phoenix, Ariz. 85006

STATE OF ARIZONA, County of Yavapai--ss. 17-161

I do hereby certify that the within instrument was filed and recorded at the request of Tom Lynch
on June 13, 1974 at 1:35 o'clock P.M. Book 916 Official Records
Page 680-681-682 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder
By Cary E. Hampton, Deputy

COYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anne Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinbelow set forth.
2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.
3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.
4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.
5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.
6. All residence buildings to be erected, constructed, maintained or moved upon the premises or any portion thereof, as the case may be, shall be of new construction. Residence buildings shall have concrete foundations and hardwood or concrete floorings.

7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bonafide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

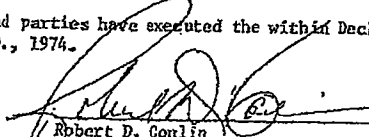
16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

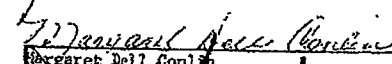
17. The foregoing restrictions and covenants run with the Land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

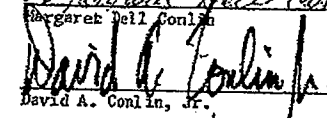
18. Invalidity of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.


Robert D. Conlin


Margaret Dell Conlin

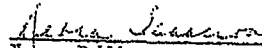

David A. Conlin, Jr.

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77


Notary Public

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared David A. Conlin, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77

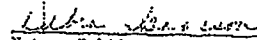

Notary Public

Exhibit “3”



STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE



00945155

DUE ON OR BEFORE 03/21/2004

FE03-04

FILING FEE \$45.00

The following information is required by A.R.S. §§10-1022 & 10-11022 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§10-121A, & 10-312(A). YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation. See instructions on page 4 for proper format.

1. -1070200-4
NEW LIFE LANDSCAPES, INC.
5515 SPRING LN
FREESBURY VALLEY, AZ 85314

RECEIVED

MAY 26 2004

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

Business Phone:

(Business phone is optional.)

State of Domicile: ARIZONA

Type of Corporation: BUSINESS

2. Statutory Agent: GRANT LATHAM GRIFFITHS
Mailing Address: 5515 SPRING LN
City, State, Zip: FREESBURY VALLEY, AZ 85314

Physical Address, if different:
Physical Address:
City, State, Zip:

ADD USE ONLY

Fee \$ 45.00

Penalty \$ 0.00

Relates to _____

Expires on _____

Resubmit \$ _____

Use this form only if appointing a new Statutory Agent

If appointing a new Statutory Agent, the new agent MUST consent to that appointment by signing below.

I, (Print Name of the corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of new Statutory Agent

Printed Name of new Statutory Agent

3. Secondary Address:

(Foreign Corporations are
REQUIRED to complete
this section).

4. Check the one category below which best describes the CHARACTER OF BUSINESS of your corporation.

BUSINESS CORPORATIONS

- | | |
|------------------------|-------------------------|
| 1. Accounting | 10. Manufacturing |
| 2. Advertising | 11. Mining |
| 3. Amusement | 12. Motion Picture |
| 4. Agriculture | 13. Pharmaceutical |
| 5. Architecture | 14. Publishing/Printing |
| 6. Banking/Finance | 15. Real Estate |
| 7. Business/Consulting | 16. Retail/Wholesale |
| 8. Construction | 17. Transportation |
| 9. Distribution | 18. Trade/Service |
| 10. Education | 19. Wholesale/Retail |
| 11. Engineering | 20. Other |
| 12. Entertainment | |
| 13. Environmental | |
| 14. General Consulting | |
| 15. Health Care | |
| 16. Hotel/Motel | |
| 17. Import/Export | |
| 18. Insurance | |
| 19. Legal Services | |

NON-PROFIT CORPORATIONS

- | |
|---|
| 1. Charitable |
| 2. Educational |
| 3. Religious |
| 4. Civic |
| 5. Political |
| 6. Fraternal |
| 7. Social |
| 8. Library |
| 9. Cultural |
| 10. Athletic |
| 11. Science/Research |
| 12. Hospital/Health Care |
| 13. Agricultural |
| 14. Animal Husbandry |
| 15. Homeowner's Association |
| 16. Professional, commercial, industrial or trade association |
| 17. Other |

Business: Inmate must indicate the number of transferable certificates held by trustee evidencing their beneficial interest in the trust estate. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued. Please Print or Type Clearly.

Number of Shares/Certificates Issued	Class	Series Within Class (if any)
1,000	Common	

6. SHAREHOLDERS: (Business Corporations and Business Trusts are REQUIRED to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation. Please type or print clearly.

NAME ☐ NONE ☐ NAME: PAMELA L. GRIFFITHS NAME: _____

7. OFFICERS Please Type Or Print Clearly. You Must List at Least One.

Date taking office: 3-21-03 Date taking office: 3-21-03

THIS: _____ TIME: _____

Address: _____ Address: _____

Date taking office: _____ Date taking office: _____

A. DIRECTOR Please Type or Print Clearly. You Must List at Least One.

Date taking office: 3-21-03 Date taking office: 3-21-03

Name: _____ Name: _____

Address: _____ Action: _____

Date taking office: _____ Date taking office: _____

Please Enter Corporation Name: NEW LIFE LANDSCAPES, Inc. File number 1070200-4 Page 3

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622.A.4)

Nonprofit corporations must attach a financial statement (e.g. income and expense statement, balance sheet including assets, liabilities). All other forms of corporations are exempt from filing a financial disclosure.

10. MEMBERS (A.R.S. §10-11622.A.5)

Only Nonprofit Corporations must answer this question.

This corporation **DOES** ☐ **DOES NOT** ☐ have members.

10. CERTIFICATE OF DISCLOSURE (A.R.S. §10-1622.A.3 & 10-1622.A.7)

Has ANY person serving either by election or appointment as an officer, director, trustee, incorporator or for whom corporation or holding stock over 10% of the issued and outstanding common shares or 10% of any other securities, beneficial or membership interest in the corporation owns (Underlined portion pertains to business corporations only)

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or receipt of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Or one subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
 - (a) fraud or registration provisions of the securities laws of that jurisdiction, or
 - (b) the consumer fraud laws of that jurisdiction, or
 - (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES ☐ NO ☒

If "YES", the following information must be submitted as an attachment to this report for each person subject to one or more of the actions stated in items 1. through 3. above.

- | | |
|---|--|
| 1. Full name and prior names used. | 5. Date and location of birth. |
| 2. Full birth name. | 6. Social Security Number. |
| 3. Present home address. | 7. The nature and description of each conviction or judicial action; |
| 4. Prior addresses (for immediate preceding 7 year period). | the date and location; the court and public agency involved, and the file or cause number of the case. |

11. STATEMENT OF BANKRUPTCY, RECEIVERSHIP or CHAPTER REVOCATION (A.R.S. §§10-202.D.2, 10-202.D.2, 10-1623 & 10-1623)

A) Has the corporation filed a petition for bankruptcy or appointed a receiver? One box must be marked: YES ☐ NO ☒

B) Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity OR held or controlled over 10% of the issued and outstanding common shares, or 10% of any other securities, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

(Underlined portion pertains to business corporations only)

One box must be marked: YES ☐ NO ☒

If "YES" to A and/or B, the following information must be submitted as an attachment to this report for each person subject to the statement above.

1. The names and addresses of each corporation and the person or persons involved. (e.g. officer, director, trustee or major stockholder)
2. The state in which each corporation was a) incorporated b) transacted business.
3. The dates of corporate operation.
4. If any involved person (listed in 1) has been involved in any other bankruptcy proceeding within the past year, the name and address of such corporation.
5. Date, Case number and Court where the bankruptcy was filed or receiver appointed.
6. Name and address of court appointed receiver.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be rejected.

I declare, under penalty of law that all corporate income tax returns required by Title 49 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of law that I (we) have examined this report and the certificates, including any attachments, filed to the best of my (our) knowledge and belief they are true, correct and complete.

Name Grant Griffiths Date 5/2/04 Name Pamela Griffiths Date 5/2/04

Signature [Signature] Signature [Signature]

Title President Title Secretary

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)

Artemis C

-1070200-4 NEW LIFE LANDSCAPES, INC.

5. CAPITALIZATION:

(For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.

Number of Shares/Certificates Authorized	Class	Series Within Class (if any)
10000	COMMON	

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine minutes for the number of shares issued.

Number of Shares/Certificates Issued	Class	Series Within Class (if any)
10000	COMMON	

6. SHAREHOLDERS:

(For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than interest in the corporation.

GRANT GRIFFITHS

PAMELA GRIFFITHS

7. OFFICERS

Name: GRANT L. GRIFFITHS
 Title: PRESIDENT
 Address: 8815 E SPURR LN
 PRESCOTT VALLEY, AZ 86315
 Date Taking Office: 05/01/2003

Name: PAMELA L. GRIFFITHS
 Title: VICE-PRESIDENT
 Address: 8815 E SPURR LN
 PRESCOTT VALLEY, AZ
 Date Taking Office: 05/01/2003

Name:
 Title:
 Address:
 Date Taking Office:

Name:
 Title:
 Address:
 Date Taking Office:

8. DIRECTORS

Name: GRANT GRIFFITHS
 Address: 8815 E. SPURR LANE
 PRESCOTT VALLEY, AZ 86315
 Date Taking Office: 05/01/2003

Name:
 Address:
 Date Taking Office:

Name:
 Address:
 Date Taking Office:

Name:
 Address:
 Date Taking Office:

AR-0046
Rev. 12/2008

Arizona C

-1070200-4 NEW LIFE LANDSCAPES, INC.

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622(A)(9))

Nonprofits – if your annual report is due on or before September 25, 2008, you must attach a financial statement (e.g. income balance sheet including assets, liabilities). If your nonprofit annual report is due after September 25, 2008, a financial statement is required. Cooperative marketing associations must in all cases submit a financial statement. All other forms of corporations are required to submit a financial statement no matter what date the annual report was due.

ONLY NONPROFIT CORPORATIONS MUST ANSWER THIS QUESTION:

9A. MEMBERS (A.R.S. §10-11622(A)(6))

This corporation **DOES** ☐ **DOES NOT** ☐

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§ 10-202(D), 10-3202(D), 10-1622(A)(6) & 10-11622(A)(7))

A. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest been:

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
 - (a) fraud or registration provisions of the securities laws of that jurisdiction, or
 - (b) the consumer fraud laws of that jurisdiction, or
 - (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES

If "YES" to A, the following information must be submitted as an attachment to this report for each person subject to actions stated in items 1 through 3 above.

- | | |
|---|--|
| 1. Full birth name. | 5. Date and location of birth. |
| 2. Full present name and prior names used. | 6. The nature and description of each action; the date and location; the court involved; and the file or cause number. |
| 3. Present home address. | |
| 4. All prior addresses for immediately preceding 7 year period. | |

B. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or 10% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in the corporation or held a 20% interest in any other corporation on the bankruptcy or receivership of that other corporation?

One box must be marked: YES

If "YES" to B, the following information must be submitted as an attachment to this report for each corporation's statement above.

- (a) Name and address of each corporation and the persons involved.
- (b) State(s) in which it (i) was incorporated and (ii) transacted business.
- (c) Dates of corporate operation.

11. STATEMENT OF BANKRUPTCY OR RECEIVERSHIP (A.R.S. §§ 10-1623 & 10-11623)

A. Has the corporation filed a petition for bankruptcy or appointed a receiver? **One box must be marked: YES** ☐

If "Yes" to A, the following information must be submitted as an attachment to this report:

1. All officers, directors, trustees and major stockholders of the corporation within one year of filing the petition for bankruptcy or appointment of a receiver. If a major stockholder is a corporation, the statement shall list the current president, chairman of the board of directors and major stockholders of such corporate stockholder. "Major stockholder" means a shareholder controlling twenty per cent of the issued and outstanding shares or twenty per cent of any proprietary, beneficial or membership interest in the corporation.
2. Whether any such person has been an officer, director, trustee or major stockholder of any other corporation with bankruptcy or receivership of the other corporation. If so, for each such corporation give:
 - (a) Name and address of each corporation;
 - (b) State(s) in which it (i) was incorporated and (ii) transacted business.
 - (c) Dates of operation.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be considered invalid. I declare, under penalty of perjury, that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of perjury that I (we) have examined this certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and

Name GRANT L. GRIFFITHS

Date 06/30/2014

Signature GRANT L. GRIFFITHS

Title PRESIDENT

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)

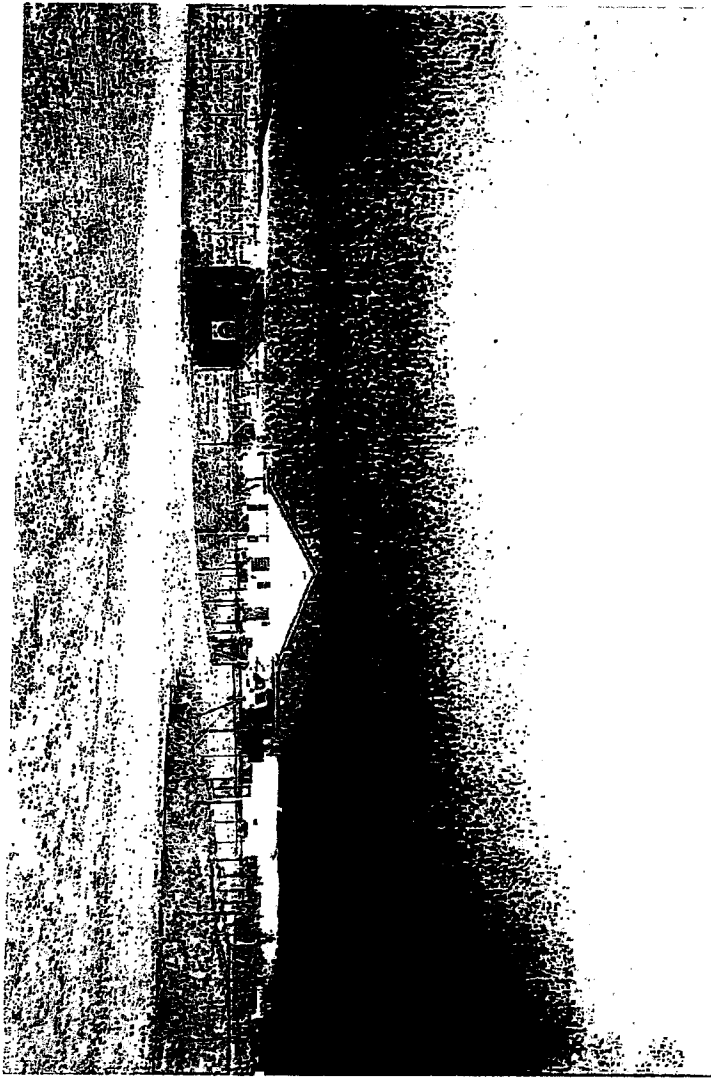
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Rev. 12/2008

Arizona C

Exhibit “4”

Perceid 10301067 K

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11. In or about March of 2003, my husband Grant and I formed a landscaping business called New Life Landscapes (“**New Life**”). Since New Life was formed, the principal place of business has been the Spurr Lane Property. See 2004 and 2014 Annual Reports/Certificates of Disclosure, attached hereto as Exhibit “3”.

12. The photo attached hereto as Exhibit "4" depicts a dumpster in use on the Spurr Lane Property. The dumpster is visible from the road and adjacent properties.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 18 day of August, 2014.

By

Pamela L. Griffiths

Owner, New Life Landscapes, Inc.

Exhibit “1”

Recording Requested By:
FIRST AMERICAN TITLE

When Recorded Mail To:

MR. & MRS. GRIFFITHS
13936 SPRINGWATER CT
GARDEN GROVE, CA 92643



INSTRUMENT # 9330894
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO W. CARSON
REQUEST OF:
FIRST AMERICAN TITLE INS CO
DATE: 07/02/93 TIME: 11:30
FEE: 7.00 SC: 4.00 PT: 1.00
BOOK 2657 PAGE 766 PAGES: 001

Escrow No. 255-105-0200916

JOINT TENANCY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or

ARTHUR A. MENDIBLES and ESTHER E. MENDIBLES, husband and wife the GRANTOR
do hereby convey to

GRANT L. GRIFFITHS and PAMELA L. GRIFFITHS, husband and wife the GRANTEE
not as tenants in common and not as a community property estate, but as joint tenants with
right of survivorship, the following described real property situate in Yavapai County,
Arizona:

The Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 12,
Township 15 North, Range 1 West, Gila and Salt River Base and Meridian, Yavapai County,
Arizona.

EXCEPT all oil, gas, coal and minerals whatsoever as reserved in Deed recorded in Book
115 of Official Records, Page 578, records of Yavapai County, Arizona.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions,
restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the
matters above set forth.

The GRANTEE by signing the acceptance below evidence their intention to acquire said
premises as joint tenants with the right of survivorship, and not as community property
or as tenants in common.

Dated: June 7, 1993

ACCEPTED AND APPROVED:

GRANT L. GRIFFITHS

ARTHUR A. MENDIBLES

PAMELA L. GRIFFITHS

ESTHER E. MENDIBLES

STATE OF ARIZONA

County of Yavapai

} SS.



LAURIE YEDINAK
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires Sept. 11, 1994

This instrument was acknowledged and executed before me this 2nd day of July
19 93 by ARTHUR A. MENDIBLES and ESTHER E. MENDIBLES

My Commission Expires: 9-11-94

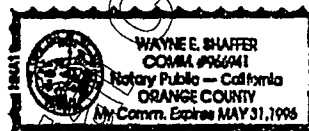
Notary Public

SEAL

STATE OF California

County of Orange

} SS.



WAYNE E. SHAFFER
COMM #96641
Notary Public - California
ORANGE COUNTY
My Comm. Expires MAY 31, 1995

This instrument was acknowledged and executed before me this 25th day of June
19 92 by GRANT L. GRIFFITHS and PAMELA L. GRIFFITHS

My Commission Expires: May 31, 1995

Notary Public

Exhibit “2”

383 RV-2

When recorded, return to:
Robert D. Conlin
2233 North 7th Street
Phoenix, Ariz 85006

STATE OF ARIZONA, County of Yavapai—ss. 17-101

I do hereby certify that the within instrument was filed and recorded at the request of Tom Lynch
on June 13, 1974 at 1:35 o'clock P.M. Book 916 Official Records
Page 680-681-682 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder
By Mary S. Hampton Deputy

COYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anne Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinbelow set forth.
2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.
3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.
4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.
5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.
6. All residence buildings to be erected, constructed, maintained or moved upon the premises or any portion thereof, as the case may be, shall be of new construction. Residence buildings shall have concrete foundations and hardwood or concrete floorings.

388 IN 21

7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bonafide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

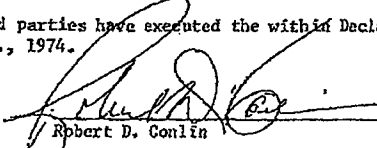
17. The foregoing restrictions and covenants run with the Land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

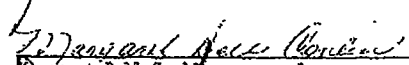
18. Invalidity of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

383 RM-2

19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not effect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.


Robert D. Conlin


Margaret Dell Conlin

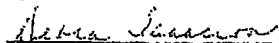

David A. Conlin, Jr.

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-21-77


Notary Public

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared David A. Conlin, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-21-77

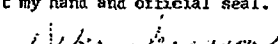

Notary Public

Exhibit “3”



**STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE**



00945155

DUE ON OR BEFORE 03/31/2004

FE03-04

FILING FEE \$45.00

The following information is required by A.R.S. §§10-1022 & 10-11022 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§10-121.A. & 10-3121.A. YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation. See instructions on page 4 for proper format.

1. -1070200-4
NEW LIFE LANDSCAPES, INC.
5515 SPUR LN
PRESCOTT VALLEY, AZ 86314

RECEIVED

MAY 26 2004

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

Business Phone: _____ (Business phone is optional.)
State of Domicile: ARIZONA Type of Corporation: BUSINESS

2. Statutory Agent: GARY LAMANCE GRIFFITHS Physical Address, if different,
Mailing Address: 5515 SPUR LN Physical Address:
City, State, Zip: PRESCOTT VALLEY, AZ 86314 City, State, Zip:

ADD USE ONLY

Fee \$ 45

Penalty \$ 18

Relates \$ _____

Expedites \$ _____

Resubmits \$ _____

Use this box only if appointing a new Statutory Agent

If appointing a new Statutory Agent, the new agent MUST consent to that appointment by signing below.

I, (Printed or the proprietor or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment and my removal or resignation pursuant to law.

Signature of new Statutory Agent

Printed Name of new Statutory Agent

3. Secondary Address:

(Foreign Corporations are
REQUIRED to complete
this section).

4. Check the one category below which best describes the CHARACTER OF BUSINESS of your corporation.

BUSINESS CORPORATIONS

- | | |
|------------------------|-------------------------------------|
| 1. Accounting | 20. Manufacturing |
| 2. Advertising | 21. Mining |
| 3. Aerospace | 22. Motion Media |
| 4. Agriculture | 23. Pharmaceuticals |
| 5. Architecture | 24. Publishing/Printing |
| 6. Banking/Finance | 25. Shipping/Logistics |
| 7. Business/Consulting | 26. Retail/Wholesale |
| 8. Construction | 27. Restaurant/Food |
| 9. Distribution | 28. Retail Sales |
| 10. Drafting/Design | 29. Science/Technology |
| 11. Education | 30. Specializing Service |
| 12. Engineering | 31. Technology/Computer |
| 13. Entertainment | 32. Technology/Service |
| 14. General Consulting | 33. Transportation |
| 15. Health Care | 34. Tourism/Convention Services |
| 16. Hotel/Motel | 35. Transportation |
| 17. Import/Export | 36. Utilities |
| 18. Insurance | 37. Veterinary Medicine/Animal Care |
| 19. Legal Services | 38. Other _____ |

NON-PROFIT CORPORATIONS

- | |
|--|
| 1. Charitable |
| 2. Educational |
| 3. Educational |
| 4. Civic |
| 5. Religious |
| 6. Religious |
| 7. Social |
| 8. Literary |
| 9. Cultural |
| 10. Athletic |
| 11. Religious/Research |
| 12. Hospital/Health Care |
| 13. Agricultural |
| 14. Animal Husbandry |
| 15. Homeowner's Association |
| 16. Professional, commercial
independent or trade association |
| 17. Other _____ |

-1870203-1 NEW LIFE LANDSCAPES, INC.

Page 2

5. CAPITALIZATION: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued. Please Print or Type Clearly.

Number of Shares/Certificates Authorized	Class	Series Within Class (if any)
<u>10,000</u>	<u>Common</u>	
Number of Shares/Certificates Issued	Class	Series Within Class (if any)
<u>1,000</u>	<u>Common</u>	

6. SHAREHOLDERS: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation. Please Type or Print Clearly.

☐ NONE
 Name: GRANT L. GRIFFITHS Name: _____
 Name: PAMELA L. GRIFFITHS Name: _____

7. OFFICERS Please Type or Print Clearly. You Must List at Least One.

Name: <u>GRANT L. GRIFFITHS</u>	Name: <u>PAMELA L. GRIFFITHS</u>
Title: <u>PRESIDENT</u>	Title: <u>SECRETARY</u>
Address: <u>8815 E SPUR LN</u>	Address: <u>8815 E SPUR LN</u>
<u>PRESCOTT VALLEY, AZ 86314</u>	<u>PRESCOTT VALLEY, AZ 86314</u>
Date taking office: <u>3-21-03</u>	Date taking office: <u>3-21-03</u>
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Date taking office: _____	Date taking office: _____

8. DIRECTORS Please Type or Print Clearly. You Must List at Least One.

Name: <u>GRANT L. GRIFFITHS</u>	Name: <u>PAMELA L. GRIFFITHS</u>
Address: <u>8815 E SPUR LN</u>	Address: <u>8815 E SPUR LN</u>
<u>PRESCOTT VALLEY, AZ 86314</u>	<u>PRESCOTT VALLEY, AZ 86314</u>
Date taking office: <u>3-21-03</u>	Date taking office: <u>3-21-03</u>
Name: _____	Name: _____
Address: _____	Address: _____
Date taking office: _____	Date taking office: _____

Please Enter Corporation Name: NEW LIFE LANDSCAPES, Inc. File number 1070200-4 Page 3

9. FINANCIAL DISCLOSURE (A.R.S. §10-11822.A.4)

Nonprofit corporations must attach a financial statement (e.g. income/expenses statement, balance sheet including assets, liabilities). All other forms of corporations are exempt from filing a financial disclosure.

10. MEMBERS (A.R.S. §10-11822.A.5)

Only Nonprofit Corporations must answer this question.

This corporation **DOES** ☐ **DOES NOT** ☐ have members.

10. CERTIFICATE OF DISCLOSURE (A.R.S. §10-11822.A.6 & 10-11822.A.7)

Has ANY person serving since the election or appointment as an officer, director, trustee, incorporator and/or person controlling or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been: [Underlined portion pertains to business corporations only]

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
 - (a) fraud or registration provisions of the securities laws of that jurisdiction, or
 - (b) the consumer fraud laws of that jurisdiction, or
 - (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked:

YES ☐ NO ☒

If "YES", the following information must be submitted as an attachment to this report for each person subject to one or more of the actions stated in Items 1. through 3. above.

- | | |
|---|--|
| 1. Full name and prior names used. | 5. Date and location of birth. |
| 2. Full birth name. | 6. Social Security Number |
| 3. Present home address. | 7. The nature and description of each conviction or judicial action; |
| 4. Prior addresses (for immediate preceding 7 year period). | the date and location; the court and public agency involved, and the file or cause number of the case. |

11. STATEMENT OF BANKRUPTCY, RECEIVERSHIP or CHAPTER REVOCAION (A.R.S. §10-2023.1, 10-2023.02, 10-1623 & 10-11823)

A) Has the corporation filed a petition for bankruptcy or appointed a receiver?

One box must be marked:

YES ☐ NO ☒

B) Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity OR held or controlled over 10% of the issued and outstanding common shares, or 10% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

[Underlined portion pertains to business corporations only]

One box must be marked:

YES ☐ NO ☒

If "YES" to A and/or B, the following information must be submitted as an attachment to this report for each person subject to the statement above.

1. The names and addresses of each corporation and the person or persons involved. (e.g. officer, director, trustee or major stockholder)
2. The state in which each corporation was a) incorporated b) transacted business.
3. The dates of corporate operation.
4. If any involved person (listed in 1) has been involved in any other bankruptcy proceeding within the past year, the name and address of such corporation.
5. Date, Case number and Court where the bankruptcy was filed or receiver appointed.
6. Name and address of court appointed receiver.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be rejected.

I declare, under penalty of law that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of law that I (we) have examined this report and the attachments, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and complete.

Name Grant Griffiths Date 5/26/04 Name Pamela Griffiths Date 5/21/04

Signature [Signature] Signature [Signature]

Title President Title Secretary

(Signatures must be duly authorized corporate officer(s) listed in section 7 of this report.)



E-FILED

**STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE**

04729420

DUE ON OR BEFORE 03/21/2014

FILING FEE \$45

PLEASE READ ALL INSTRUCTIONS. The following information is required by A.R.S. §§10-1522 & 10-11522 for all organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§10-121(A) & 10-3121(A). YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or correct necessary. Information for the report should reflect the current status of the corporation.

-1070200-4

1. **NEW LIFE LANDSCAPES, INC.**
8815 SPURR LN
PRESCOTT VALLEY, AZ 86315

Business Phone: 9287759736

(Business phone is optional.)

State of Domicile: ARIZONA

Type of Corporation: BUSINESS

2. Statutory Agent: GRANT LAURENCE GRIFFITHS
Mailing Address: 8815 SPURR LN
City, State, Zip: PRESCOTT VALLEY, AZ 86315

Statutory Agent's Street or Physical Address
Physical Address: 8815 E SPURR LANE
City, State, Zip: PRESCOTT VALLEY, AZ 86

ACCUSE ONLY

Fee \$ 45.00

Penalty \$ 36.00

Reinstatement \$ 0.00

Expedite \$

Resubmit \$

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below. Note that the agent address must be in Arizona. (Individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of new Statutory Agent

Printed Name of new Statutory Agent

3. Secondary Address:

(Foreign Corporations are **REQUIRED**
to complete this section).

8815 E. SPURR LANE
PRES, AZ 86315

4. CHARACTER OF BUSINESS

LANDSCAPING

RECEIVED - 02/27/2008 12:04

AR-0046
Rev. 12/2008

Arizona C

-1070200-4 NEW LIFE LANDSCAPES, INC.

5. CAPITALIZATION:(For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest.

5a. Please examine the corporation's original Articles of Incorporation for the amount of **shares authorized**.

Number of Shares/Certificates Authorized	Class	Series Within Class (if
10000	COMMON	

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine minutes for the number of shares issued.

Number of Shares/Certificates Issued	Class	Series Within Class (if
10000	COMMON	

6. SHAREHOLDERS:(For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than interest in the corporation.

GRANT GRIFFITHS

PAMELA GRIFFITHS

7. OFFICERS

Name: GRANT L GRIFFITHS
 Title: PRESIDENT
 Address: 8815 E SPURR LN
 PRESCOTT VALLEY, AZ 86315
 Date Taking Office: 05/01/2003

Name: PAMELA L GRIFFITHS
 Title: VICE-PRESIDENT
 Address: 8815 E SPURR LN
 PRESCOTT VALLEY, AZ
 Date Taking Office: 05/01/2003

Name:
 Title:
 Address:
 Date Taking Office:

Name:
 Title:
 Address:
 Date Taking Office:

8. DIRECTORS

Name: GRANT GRIFFITHS
 Address: 8815 E. SPURR LANE
 PRESCOTT VALLEY, AZ 86315
 Date Taking Office: 05/01/2003

Name:
 Address:
 Date Taking Office:

Name:
 Address:
 Date Taking Office:

Name:
 Address:
 Date Taking Office:

AR-1046
Rev. 12/2008

Arizona C

-1070200-4 NEW LIFE LANDSCAPES, INC.

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622(A)(9))

Nonprofits – if your annual report is due on or before September 25, 2008, you must attach a financial statement (e.g. income balance sheet including assets, liabilities). If your nonprofit annual report is due after September 25, 2008, a financial statement is not required. Cooperative marketing associations must in all cases submit a financial statement. All other forms of corporations are required to submit a financial statement no matter what date the annual report was due.

ONLY NONPROFIT CORPORATIONS MUST ANSWER THIS QUESTION:

9A. MEMBERS (A.R.S. §10-11622(A)(6))

This corporation DOES ☐ DOES NOT ☐

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§ 10-202(D), 10-3202(D), 10-1622(A)(6) & 10-11622(A)(7))

A. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in been:

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
 - (a) fraud or registration provisions of the securities laws of that jurisdiction, or
 - (b) the consumer fraud laws of that jurisdiction, or
 - (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES

If "YES" to A, the following information must be submitted as an attachment to this report for each person subject to the actions stated in items 1 through 3 above.

- | | |
|---|--|
| 1. Full birth name. | 5. Date and location of birth. |
| 2. Full present name and prior names used. | 6. The nature and description of each action; the date and location; the court involved; and the file or cause number. |
| 3. Present home address. | |
| 4. All prior addresses for immediately preceding 7 year period. | |

B. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or 10% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in the corporation or held a 20% interest in any other corporation on the bankruptcy or receivership of that other corporation?

One box must be marked: YES

If "YES" to B, the following information must be submitted as an attachment to this report for each corporation's statement above.

- (a) Name and address of each corporation and the persons involved.
- (b) State(s) in which it (i) was incorporated and (ii) transacted business.
- (c) Dates of corporate operation.

11. STATEMENT OF BANKRUPTCY OR RECEIVERSHIP (A.R.S. §§ 10-1623 & 10-11623)

A. Has the corporation filed a petition for bankruptcy or appointed a receiver? **One box must be marked: YES ☐**

If "Yes" to A, the following information must be submitted as an attachment to this report:

1. All officers, directors, trustees and major stockholders of the corporation within one year of filing the petition for bankruptcy or appointment of a receiver. If a major stockholder is a corporation, the statement shall list the current president, chairman of the board of directors and major stockholders of such corporate stockholder. "Major stockholder" means a shareholder controlling twenty per cent of the issued and outstanding shares or twenty per cent of any proprietary, beneficial or membership interest in the corporation.
2. Whether any such person has been an officer, director, trustee or major stockholder of any other corporation with bankruptcy or receivership of the other corporation. If so, for each such corporation give:
 - (a) Name and address of each corporation;
 - (b) States in which it (i) was incorporated and (ii) transacted business.
 - (c) Dates of operation.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be considered false. I declare, under penalty of perjury, that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes filed with the Arizona Department of Revenue. I further declare under penalty of perjury that I (we) have examined this certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and

Name GRANT L. GRIFFITHS

Date 06/30/2014

Signature GRANT L GRIFFITHS

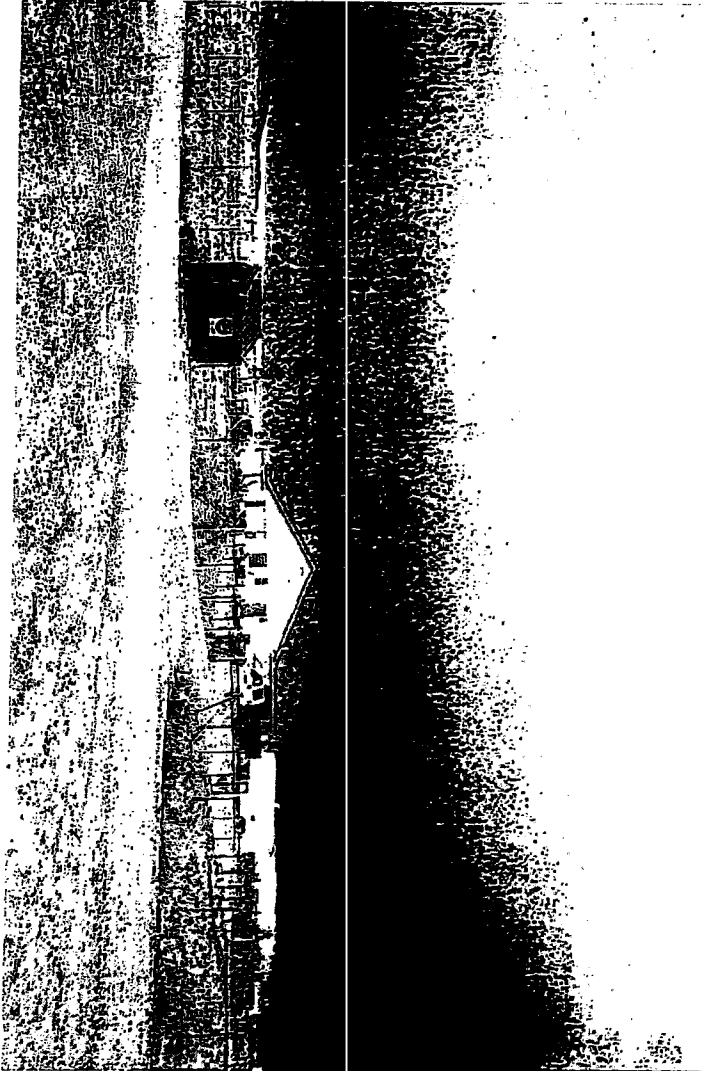
Title PRESIDENT

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)

AR-0046
Rev. 12/2008

Arizona C

Exhibit “4”



Pierced 10301067 K

Cox 01283



1 **DECLARATION OF CHARLES A. HILDEBRANT**

2 Charles A. Hildebrant swears that the following statements are true based upon his personal
3 knowledge and declares under penalty of perjury that:

4 1. I am above the age of majority and I am competent to make this Declaration.

5 2. I am making this Declaration upon my personal knowledge of the matter herein.

6 3. I am the owner and resident of 8420 E. Pronghorn Lane, Prescott Valley, Arizona,
7
8 86315 ("**Hildebrant Property**"), which is situated in Coyote Springs Ranch, and which bears
9 County Assessor's Parcel Number (APN) 103-01-092E.

10 4. On or about August 22, 1995, I purchased the Hildebrant Property, as shown in the
11 Warranty Deed from Double Eagle Performance Horses, Inc., to Charles Hildebrant, recorded at
12 Book 3075, Page 07, Official Records of Yavapai County, Arizona, a copy of which is attached
13 hereto as Exhibit 1.

14 5. I have been growing horticultural crops on the Hildebrant Property since September
15 11, 1995. That is, for almost twenty (20) years I have grown trees, shrubs, and herbs at the
16 Hildebrant Property.

17 6. Because no commerce was conducted on the subject Property, in my opinion, this was
18 an agricultural process, not a commercial activity. That is, no transactions or sales of any kind have
19 ever occurred at the Hildebrant Property. Every five (5) years, the Yavapai County Assessor
20 reevaluates my agricultural status and has documentation pertaining to the activities at the Hildebrant
21 Property.

22 7. No one has ever advised me or notified me that they object to the agricultural activities
23 at the Hildebrandt Property or that said activities constitute a violation of any covenants that may
24 govern the Hildebrant Property.

1 8. I am familiar with Donald and Catherine Coxes' Tree Farm ("Tree Farm") which is
2 located at 7325 N. Coyote Springs, Prescott Valley, Arizona, located in Coyote Springs Ranch.
3 Having observed the Coxes' Tree Farm, it appears to be operating in the same fashion as my
4 horticultural crops on the Hildebrant Property; that is, there are no transactions or sales at the Tree
5 Farm.
6

7 9. Having viewed the agricultural activities occurring within Coyote Springs Ranch since
8 I purchased the Hildebrant Property in 1995, in my opinion the Coxes' Tree Farm and the
9 agricultural activities at the Hildebrant Property are consistent with the property uses within Coyote
10 Springs Ranch.
11

12 10. I declare under penalty of perjury that the foregoing is true and correct.

13 Executed on this 15 day of August, 2014.
14

15
16 By 

Charles A. Hildebrant


17 [end]
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Exhibit 1

Recording Requested By:
FIRST AMERICAN TITLE

When Recorded Mail To:

MR. HILDEBRANT
P.O. BOX 10725
PRESCOTT, AZ 86304

	INSTRUMENT # 9546631
	OFFICIAL RECORDS OF
	YAVAPAI COUNTY
	MARGO W. CARSON
	REQUEST OF:
	FIRST AMERICAN TITLE INS
	DATE: 09/11/95 TIME: 15:00
	FEE: 7.00 SC: 4.00 PT: 1.00
	BOOK 3075 PAGE 007 PAGES: 002

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WARRANTY DEED

Escrow No. 253-105-0069807

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I
of we,

DOUBLE EAGLE PERFORMANCE HORSES, INC., A Colorado Corporation

do hereby convey to

CHARLES HILDEBRANT, an unmarried man

the GRANTOR

the GRANTEE

the following described real property situate in Yavapai County, Arizona:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions,
restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the
matters above set forth.

DATED: August 22, 1995

DOUBLE EAGLE PERFORMANCE HORSES, INC.
BY: _____

STATE OF ARIZONA
County of Yavapai

} ss.

This instrument was acknowledged and executed before me this 8 day of Sept.,
1995 by Clifford C. Dove who acknowledged to be the
President of Double Eagle Performance Horses Inc. and
that as such officer, being authorized so to do, signed the name of the Corporation as
such officer.

My Commission Expires: Jan 20, 1998

Theresa E. Summers
Notary Public

FAT-AZ 6051 (Rev. 1/91)TES



FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC.
P.O. Box 25397 - 3100 North Navajo, #B-2
Prescott Valley, AZ 86312 (520) 772-8500 Fax 772-8651

DATE: 08/02/95

ESCROW NO. 253-105-69807

EXHIBIT "A"

LEGAL DESCRIPTION:

The South half of the East half of the Southeast quarter of the Northwest quarter of Section 24, Township 15 North, Range 1 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXCEPTING 1/2 of all oil, gas, coal and minerals as reserved in Deed recorded in Book 145 of Official Records, Page 577.

DECLARATION OF WILLIAM H. "BILL" JENSEN, J.D. (Ret.)

1. William H. "Bill" Jensen swears that the following statements are true based upon his personal knowledge and declares under penalty of perjury that:

2. I am above the age of majority and I am competent to make this Declaration.

3. I am making this Declaration upon my personal knowledge of the matters herein.

4. In the early 1990's, my then-wife, Christine, and I acquired a 40-acre parcel situated at 10509 North Coyote Springs Road, Prescott Valley, an unincorporated Yavapai County area known as Coyote Springs Ranch, bearing Yavapai County Assessor's Parcel Number (APN) 103-01-065C (the "**Jensen Property**"). See Ambrosino-to-Jensen Joint Tenancy Deed, recorded as Book 2704, Page 327, Official Records of Yavapai County, attached hereto as Exhibit "1". A history of the parcel splits, per the Yavapai County database, is attached hereto as Exhibit "2". It is my understanding that due to lot splits, the street number 10509 is no longer in use.

5. Christine and I operated a llama ranch called Coyote Springs Llama Ranch ("**CSL Ranch**"), consisting of breeding, sales, and wool production at the Jensen Property. See Exhibit "3" attached hereto (photo). We grazed 30 llamas at the Jensen Property.

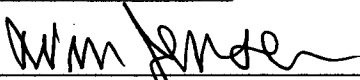
6. At the time we purchased the Jensen Property, there were three land use considerations: (1) County Zoning, which was "RCU-2A". The County Zoning allowed residential and commercial minimum 2-acre lots, which were less restrictive than the Declaration of Restrictions recorded on June 13, 1974, at Book 916, Page 680, Official Records of Yavapai County, ("**CC&Rs**") a copy of which is attached hereto as Exhibit "4"; (2) Yavapai County property tax status. We claimed an Agricultural Exemption because we were operating the llama ranch; and (3) The CC&Rs attached hereto as Exhibit "4", that purportedly govern the Jensen Property. Based upon my observations prior to purchasing the Jensen Property and during the time that Christine and I operated CSL Ranch before our divorce, the CC&Rs were being thoroughly disregarded. For example, based upon my personal observations of properties in Coyote Springs Ranch, the provisions of the CC&Rs that require the property owner to screen or bury propane tanks (Paragraph 16), or ground-set mobile homes (Paragraph 7(b)) were not observed and were ignored universally. I, therefore, concluded that the CC&Rs were no longer in force, especially since there was no sort of active property owners' association to enforce the CC&Rs and it would seem to be prohibitively expensive for an individual to go the expense of trying to enforce them. In my opinion, people bought in Coyote Springs Ranch to enjoy being able to use their land as they saw fit - including making a living on it. So we, like everybody else seemed to, proceeded to ignore the CC&Rs and nothing ever came of it. We did have minor concerns about density and lot splits below nine (9) acres, which would lead to a density inconsistent with the llama ranch. But because the CC&Rs seemed to be irrelevant, we merely hoped that people would keep the tract low-density.

7. Christine and I divorced in or near 1996. The Jensen Property was subdivided and my property interests in the CLS Ranch and the Jensen Property were sold off. Christine continued to operate CSL Ranch.

8. I am aware of the Tree Farm lawsuit filed against Donald and Catherine Cox, whose property is located at 7325 North Coyote Springs Road, APN 103-01-069G. It is my understanding that the Tree Farm lawsuit involves a dispute over whether the Tree Farm violates paragraph 2 of the CC&Rs, which provides that "no trade, business, profession or any other type of commercial or industrial activities shall be initialed or maintained within said property or any portion thereof." This is troubling to me on several levels. The Tree Farm lawsuit has all the marks of merely some sort of vendetta against the Coxes. I understand that the proponent (the "real party at interest") does not own property in the portion of Coyote Springs Ranch governed by the CC&Rs at issue in the Tree Farm lawsuit; instead, the proponent has recruited some "strawman" to carry his proverbial water. It certainly doesn't seem to be a bona fide issue of the CC&Rs themselves, rather using the law (and a lot of money) to exact a punishment. In my opinion, growing trees in Coyote Springs Ranch, whether as a business or for personal gratification, should not be the subject of a lawsuit given that the CC&Rs have been universally ignored. Of all the activities taking place in Coyote Springs Ranch, the beautiful trees at the Tree Farm are the last thing that is inconsistent with the rural appearance of the area.

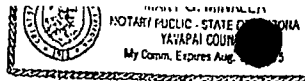
I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 10TH day of AUGUST, 2014.

By: 
William H. Jensen, J.D. (Ret.)

[end]

Exhibit “1”



at the request of Capital Title Agency

When recorded mail to:

WILLIAM H. JENSEN
CHRISTINE L. JENSEN

500 S. Marina
Prescott, AZ 86303

103194 SAH
103-01-065



INSTRUMENT # 9348986
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO W. CARSON

REQUEST OF:

CAPITAL TITLE AGENCY

DATE: 09/29/93 TIME: 16:10

FEE: 7.00 SC: 4.00 PT: 11.00

BOOK 2704 PAGE 327 PAGES: 003

Joint Tenancy Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

LOUIS J. AMBROSINO, Trustee of THE AMBROSINO FAMILY TRUST, dated April 7, 1993

does hereby convey to

WILLIAM H. JENSEN and CHRISTINE L. JENSEN, as husband and wife as
Joint Tenants with right of survivorship

not as tenants in common and not as community property estate, but as joint tenants with right of survivorship, the
following described property in the County of YAVAPAI State of Arizona.

~~NE 4 SE 4 OF SECTION 12 TOWNSHIP 15 WEST, RANGE 1 WEST~~

The Northeast Quarter of the Southeast Quarter of Section 12, Township 15 North,
Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

SEE ATTACHED FOR TRUST BENEFICIARIES

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way,
covenants, conditions, restrictions, obligations, and liabilities as may appear of record, the Grantor
warrants the title against all persons whomsoever.

The Grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants
with the right of survivorship, and not as community property nor as tenants in common.

Dated this 25 day of August, 1993

Accepted and approved:

William H. Jensen
WILLIAM H. JENSEN

Christine L. Jensen
CHRISTINE L. JENSEN Grantees

STATE OF ARIZONA)
County of) ss

STATE OF ARIZONA)
County of YAVAPAI) ss

Louis J. Ambrosino
LOUIS J. AMBROSINO

Grantors

This instrument was acknowledged before me
this 23 day of September, 1993 by

LOUIS J. AMBROSINO



OFFICIAL SEAL
Debra A. Ambrosino
Notary Public, Arizona
My Commission Expires 8/5/97

My commission will expire
This instrument was acknowledged before me
this 25 day of September, 1993 by

WILLIAM H. JENSEN

Margo W. Carson
Notary Public

SEAL

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

No 5193

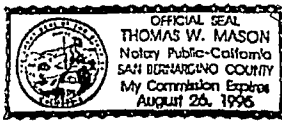
State of California

County of San Bernardino

On September 9, 1992 before me, Thomas W. Mason, Notary Public,
DATE NAME, TITLE OF OFFICER, E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Christine L. Johnson (NAME OF SIGNER(S))

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Thomas W. Mason
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN-CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(ES)

2704 328

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent attachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Joint Tenancy Deed

NUMBER OF PAGES 1 DATE OF DOCUMENT 9-9-92

SIGNER(S) OTHER THAN NAMED ABOVE William H. Johnson & Joseph V. Anderson

The names and addresses of the trust beneficiaries are as follows:

CHRISTOPHER AMBROSINO
JANE AMBROSINO

2122 North Scottsdale Rd., Scottsdale, AZ
2122 North Scottsdale Rd., Scottsdale, AZ

Exhibit “2”

Yavapai County Parcel Search

Parcel No. 103-01-065 was SPLIT into parcels:

- 1) ☐ 103-01-065A ☐
- 2) ☐ 103-01-065B ☐

Reception Number

3806/376

Date

12/2/1993

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

Parcel No. 103-01-065B was SPLIT into parcels:

- 1) ☐ 103-01-065C ☐
- 2) ☐ 103-01-065D ☐

	<i>Reception Number</i>	<i>Date</i>
	3540/243	1/2/1998 8

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

Parcel No. 103-01-065C is the current parcel number.

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

Parcel No. 103-01-065D was SPLIT into parcels:

- 1) ☐ 103-01-065E ☐
- 2) ☐ 103-01-065F ☐

	<i>Reception Number</i>	<i>Date</i>
	3789/321	1/2/1998 8

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

Parcel No. 103-01-065E was SPLIT into parcels:

- 1) ☐ 103-01-065H ☐
- 2) ☐ 800-17-089F ☐

	<i>Reception Number</i>	<i>Date</i>
	3789/321	5/17/2001

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

Parcel No. 103-01-065F is the current parcel number.

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

Parcel No. 103-01-065A was SPLIT into parcels:

- 1) ☐ 103-01-065G ☐
- 2) ☐ 800-17-087K ☐

3806/376

Reception Number

4/9/2001 1

Date

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

Parcel No. 103-01-065G is the current parcel number.

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Yavapai County Parcel Search

The following parcels were COMBINED :

1)	800-17-084T	
2)	800-17-087M	
3)	800-17-085X	
4)	800-17-086H	
5)	800-17-084H	
6)	800-17-086D	
7)	800-17-085Y	
8)	800-17-082Q	
9)	800-17-087W	
10)	800-17-085U	
11)	800-17-087X	
12)	800-17-084P	
13)	800-17-084D	
14)	800-17-086K	
15)	800-17-089C	
16)	800-17-088A	
17)	800-17-083B	
18)	800-17-087L	
19)	800-17-084C	
20)	800-17-085Z	
21)	800-17-085W	
22)	800-17-089G	
23)	800-17-085V	
24)	800-17-089F	
25)	800-17-085N	
26)	800-17-086G	
27)	800-17-087K	
28)	800-17-084G	
29)	800-17-084Y	
30)	800-17-084R	
31)	800-17-049D	
32)	800-17-089K	
33)	800-17-087J	
34)	800-17-084W	
35)	800-17-084J	
36)	800-17-086M	
37)	800-17-085S	
38)	800-17-087H	
39)	800-17-084Z	
40)	800-17-089E	
41)	800-17-087G	
42)	800-17-089D	
43)	800-17-084M	
44)	800-17-087F	
45)	800-17-046H	
46)	800-17-083A	
47)	800-17-084L	
48)	800-17-084S	

To create parcel number 800-17-096B.

Reception Number

N/A

Date

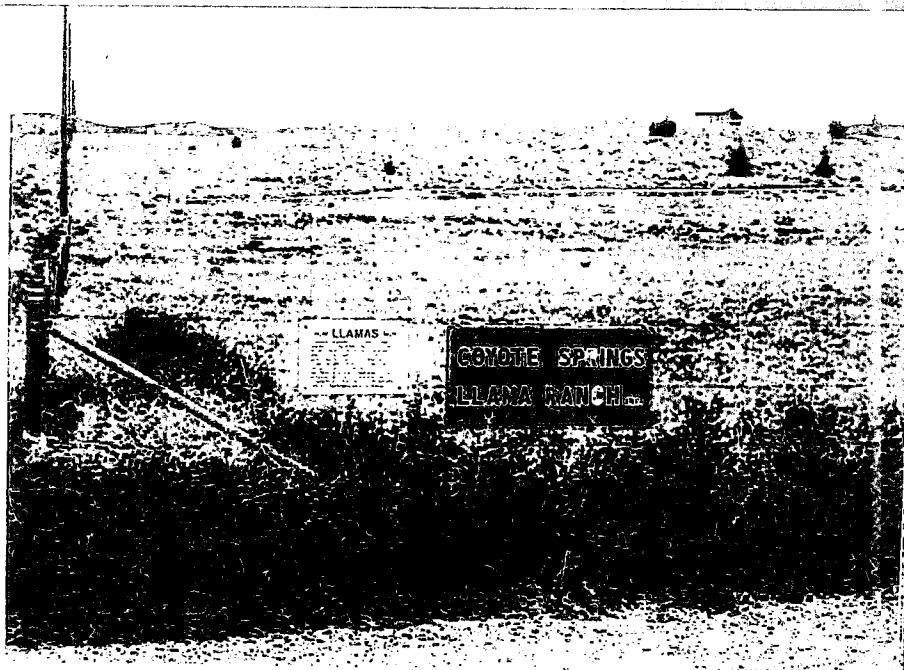
7/19/2002

Yavapai County Parcel Search

Parcel No. 800-17-096B is the current parcel number.

Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data. The data and use of this web-site may not be used for commercial purposes.

Exhibit “3”



Cox 0519

Exhibit “4”

When recorded, return to:
Robert D. Conlin
2233 North 7th Street Phoenix, Ariz 85006

STATE OF ARIZONA, County of Yavapai - st. 17-161

I do hereby certify that the within instrument was filed and recorded at the request of Tom Lynch
or June 13 A.D. 1974 at 1:35 o'clock P.M. Book 916 Official Records

Page 680-681-682 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder

By Mary E. Hampton Deputy

COYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anne Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinbelow set forth.
2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.
3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.
4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.
5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.
6. All residence buildings to be erected, constructed, maintained or moved upon the premises or any portion thereof, as the case may be, shall be of new construction. Residence buildings shall have concrete foundations and hardwood or concrete floorings.

7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bonafide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

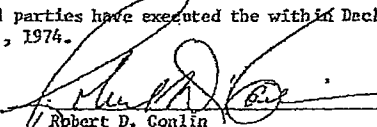
17. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

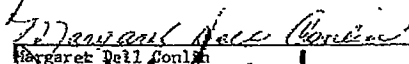
18. Invalidity of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

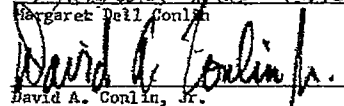
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19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.


Robert D. Conlin


Margaret Dell Conlin

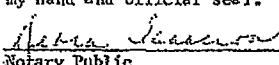

David A. Conlin, Jr.

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-21-77

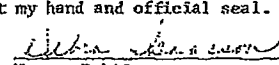

Notary Public

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared David A. Conlin, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-21-77


Notary Public



DECLARATION OF TERESA E. MASSARDI

TERESA E. MASSARDI swears that the following statements are true based upon her personal knowledge and declares under penalty of perjury that:

1. I am above the age of majority and I am competent to make this Declaration.

2. I am making this Declaration upon my personal knowledge of the matters herein.

3. I reside at 8750 E. Far Away Place, Prescott Valley, 86315 ("Massardi Property"), which is located in Coyote Springs Ranch. It is my understanding that the Massardi Property is also identified as County Assessor's Parcel Number 103-01-084D.

4. I purchased the Massardi Property on or about August 26, 2009, as shown in the Warranty Deed recorded as Book 4697, Page 6, Official Records of Yavapai County, Arizona, from Bruce Friis-Pettitt and Debra Friis-Pettitt, husband and wife, to Teresa E. Massardi.

5. I have resided at the Massardi Property since approximately October of 2009.

6. I am familiar with the Declaration of Restrictions of Coyote Springs Ranch that were recorded on June 13, 1974 ("Declarations"), a copy of which is attached hereto as Exhibit "1".

7. It is my understanding that the Declarations purport to govern the use and enjoyment of Coyote Springs Ranch.

9. I am familiar with Section 16 of the Declarations which state that "all garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as not to be visible from the adjoining properties."

10. There is a ground propane tank and a trash container situated on the Massardi Property which are fully visible from the road and nearby neighboring properties. A photo of the Massardi Property is attached hereto as Exhibit "2" which generally depicts the propane tank as it is situated on the Massardi Property and which has been there since I purchased the property.

1 11. At the time I purchased the Massardi Property, I was not notified of any lawsuit
2 involving the Declarations. I later became aware of the Tree Farm lawsuit filed against Donald and
3 Catherine Cox, whose property is located at 7325 North Coyote Springs Road. It is my
4 understanding that the Tree Farm lawsuit involves a dispute over whether the Tree Farm violates
5 paragraph 2 of the Declarations, which provides that "no trade, business, profession or any other type
6 of commercial or industrial activities shall be initialed or maintained within said property or any
7 portion thereof." I understand that the proponent (the "real party at interest") does not own property
8 in the portion of Coyote Springs Ranch governed by the Declarations at issue in the Tree Farm
9 lawsuit; instead, the proponent has recruited some other property owners to serve as "strawmen" in
10 the lawsuit. In my opinion, given that the Declarations appear to be thoroughly disregarded, growing
11 trees in Coyote Springs Ranch, whether as a business or for personal gratification, should not be the
12 subject of a lawsuit.

13
14
15 Further, in my opinion, 'growing' trees on a tree farm is no different than 'raising' alpacas,
16 which is happening immediately adjacent to the Tree Farm, specifically at 7375 Coyote Springs
17 Road, Prescott Valley, 86315. The alpaca farm is known as "Peaceful Prairie Ranch." A copy of
18 the Ranch's website pages are attached hereto as Exhibit "3". According to the website, Peaceful
19 Prairie Ranch is "one of the Largest Alpaca Farms in Arizona." Peaceful Prairie Ranch is just one
20 example that is illustrative of the agricultural-type activities conducted in Coyote Springs Ranch.

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23 Further, in my opinion, the Tree Farm is most attractive property in the area and is
24 impeccably maintained.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 3 day of October, 2014.

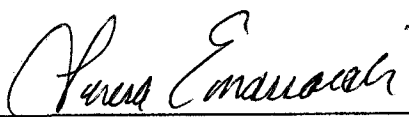
By 
Teresa E. Massardi

EXHIBIT 1
MASSARDI DECLARATION

When recorded, return to:
Robert D. Conlin
2233 North 7th Street Phoenix, Az 85006

STATE OF ARIZONA, County of Yavapai--17761
I do hereby certify that the within instrument was filed and recorded at the request of Tom Dunne
on June 13 A.D. 1974 at 1:35 o'clock P.M. Book 216 Official Records
Page 680-681-682 Records of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder
By Larry E. Hampton Deputy 200

COYOTE SPRINGS RANCH

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Conlin and Margaret Dell Conlin, his wife, and David A. Conlin, Jr., husband of Anna Conlin, dealing with his sole and separate property, being the owners of all the following described premises, situated in the County of Yavapai, State of Arizona, to-wit:

GOVERNMENT LOTS One (1) and Two (1) and the South half of the Northeast quarter and the Southeast quarter of Section One (1); all of Section Twelve (12); the East half and the East half of the East half of the Southwest quarter and the East half of the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of the Northwest quarter of Section Thirteen (13); the East half of Section Twenty-four (24); the East half of Section Twenty-five (25), all in Township Fifteen (15) North, Range One (1) West of the Gila and Salt River Base and Meridian; and

All of Section Six (6); all of Section Seven (7), GOVERNMENT LOTS One (1), Two (2), Three (3), and Four (4), and the Southeast quarter of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section Nineteen (19), all in Township Fifteen (15) North, Range One (1) East of the Gila and Salt River Base and Meridian.

and desiring to establish the nature of the use and enjoyment of the premises hereinabove described, sometimes hereinafter referred to as property or premises, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and each and every part and parcel thereof and with each and every conveyance thereof hereafter made to-wit:

1. Each and every parcel of the above-described premises shall be known and described as residential parcels; that is to say, mobile, modular or permanent dwellings may be erected and maintained upon said premises, subject to limitations with respect thereto as hereinafter set forth.

2. No trade, business, profession or any other type of commercial or industrial activity shall be initiated or maintained within said property or any portion thereof.

3. Said property or any portions thereof shall not be conveyed or subdivided into lots, parcels or tracts containing less than nine (9) gross acres, nor shall improvements be erected or maintained in or upon any lot, parcel or tract containing less than such nine (9) gross acres.

4. No structure or improvement of any kind or nature whatsoever shall be erected, permitted or maintained upon, over or across the easements or reservations for utilities or drainage, if any.

5. Residence buildings must be completed within twelve (12) months from commencement of construction. No garage, carport or other building shall be commenced or erected upon any portion of said property until the main dwelling building complying with this Declaration is under construction or has been moved onto the premises. Commencement of construction, for the purposes of this Declaration, shall be deemed to be the date material, raw or otherwise, shall have been placed or stored upon the premises.

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7. (a) All single family residences other than mobile homes shall require 1,000 square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patios, carports or garages, whether or not they are attached to, or adjacent to said residence.

(b) Mobile homes shall (1) contain not less than 720 square feet of ground floor area devoted to living purposes; (2) be not less than 12 feet in width; (3) be placed so that the floor thereof is not more than 8 inches above the ground level;

(c) Travel Trailers or campers may occupy homesites during vacation periods, not to exceed three (3) weeks in any one season, or during the period of residence construction.

(d) No prefabricated or pre-erected dwelling having less than the above applicable square foot requirements, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any portion of said property.

(e) No structure whatever other than one single family dwelling or mobile home, as herein provided, together with a private garage for not more than three (3) cars, a guest house, service quarters and necessary out buildings shall be erected, placed or permitted to remain on any portion of said property.

8. No 'Real Estate' or 'For Sale' sign or signs exceeding 24" by 24" may be erected or maintained on said premises. No general advertising signs, billboards, unsightly objects or public or private nuisances shall be erected, placed or permitted to remain on any portion of said premises.

9. No abandoned auto or auto parts or used machinery or other salvage or junk shall be placed or permitted to remain on any portion of said premises.

10. No swine shall be raised, bred or kept upon said premises. Said premises shall not be used in any way or for any purpose that may emit foul or noxious odors.

11. No mobile home shall be used or permitted to remain upon any lot unless such mobile home shall have two hundred (200) square feet of permanent roof, exclusive of mobile home roofing, and two hundred (200) square feet of concrete flooring, including cabanas, porches, storage, carports and garages, but exclusive of any portion thereof used as flooring or base for said mobile home.

12. All structures on said lots shall be of new construction, not exceeding 35 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of prefabricated or pre-erected dwellings where the use thereof is permitted.

13. No temporary building may be moved onto or constructed on said premises, with the exception of temporary shop or office structures erected by contractors, or buildings during the actual bona fide construction or a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities of the premises.

14. No construction shed, basement, garage, tent, shack or other temporary structure shall at any time be used as a residence either temporarily or permanently.

15. No residence or dwelling shall be occupied or used prior to installations therein of water flush toilets and sanitary conveniences or facilities and shall be maintained in a sanitary manner and in conformity with all applicable local, county or state laws, as the case may be. No outside toilet or other sanitary conveniences or facilities shall be erected or maintained upon said premises.

16. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in an enclosed area so as to not be visible from the adjoining properties.

17. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming through them until June 1, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

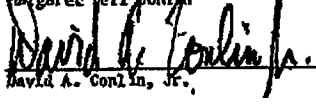
18. Invalidity of any of the restrictions, covenants or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning said premises or any portion thereof to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions or stipulations, and either prevent them or him from so doing or to recover damages or other dues for such violations. No failure of any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said premises or any part thereof.

IN WITNESS WHEREOF, the above named parties have executed the within Declaration of Restrictions this 12th day of June, A.D., 1974.


Robert D. Conlin


Margaret Dell Conlin


David A. Conlin, Jr.

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared Robert D. Conlin and Margaret Dell Conlin, his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77


Notary Public

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 12th day of June, 1974, personally appeared David A. Conlin, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 2-26-77


Notary Public

EXHIBIT 2
MASSARDI DECLARATION



EXHIBIT 3
MASSARDI DECLARATION

PEACEFUL PRAIRIE RANCH

PRESCOTT VALLEY, AZ 928 848 0267



HOME

ABOUT US

SALES & SERVICES OFFERED

BABYWATCH BLOG

GROWING NATURAL FIBERS

EVENTS

OUR BEST MOMENTS...

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MERINO SHEEP

MANURE HAPPENS!

Home Page

Arizona Alpaca Farm in Prescott

As one of the Largest Alpaca Farms In Arizona We Offer:

Alpaca & Merino Sales

Stud Services

Amazing Alpaca and Merino Yarn & Fiber For Sale



Peaceful Prairie Alpaca & Merino Ranch

Conveniently located in the heart of Arizona, we're located between the popular Arizona travel destinations of Prescott, Sedona and Jerome. We are easy to find just off Hwy. 89A in the 'Quad-City' area shared by Prescott, Prescott Valley, Chino Valley and Dewey.

Alpacas in our mile-high Arizona climate fare well since we are not in extreme cold or heat. We think its the best climate for raising these fine fleeced animals. We're passionate about applying sustainable practices to our business; we love what we do and feel its a great industry to be part of! Many others have come & gone in the last decade, but we look forward with great enthusiasm to continued growth.

Alpaca Peaceful Prairie Ranch

facebook



Name:
Peaceful Prairie
Alpaca Ranch
Status:
Deep Thoughts
from THE Garden:
*Beans are way ...
Fans:
358

FARM NEWSLETTER - PLEASE SIGN UP!

Don't miss our musings on raising alpacas, merino sheep, fiber product news and anything else that we think should be celebrated, complained about, or discussed!

Sign up for our ☐
Email Newsletter

GO

Sales List: Interested in owning Alpacas yourself?

We proudly offer alpacas for sale that will suit any buyer...we have show-quality, breeding stock, fiber producers (a 'spinners flock') and alpacas that may just be pets. Just ask...we may have just what you're looking for! Because of the number of alpacas here, we are in a position to sell at great prices without sacrificing new-buyer support or quality in our stock. This IS THE TIME to buy! We offer FREE BOARDING for 3 months after a purchase & free breedings an/or re-breedings of females for new buyers of our breeding stock. We do not have our complete sales list online, please email or call to discuss what you're looking for. We specialize in matching

owners and the perfect alpaca purchase for them! [See Our Sales List Here](#)

Interested in Owning & Boarding Alpacas?

You can buy from us & never get manure on your shoes! We offer superior feeding and care for alpacas purchased & subsequently boarded here. This is an option for owners wanting a few years to grow a herd before they move to their own ranch. We're currently full, but will help direct anyone looking for boarding to other great ranches in the area. [Boarding Svc. Page Link](#)

Need Herdsire / Stud Services?

We carry a few nationally recognized bloodlines for our breeding alpacas. Some of our alpacas are: Schuch, Amisio, Camillo, Presidio, Caligula, & Posada. We are currently accepting alpacas from other breeders in our area. Alpacas are available for sale or boarding. We are also accepting alpacas for breeding. If you are interested in breeding, please contact us for more information.

Alpacas are available for sale or boarding. We are also accepting alpacas for breeding. If you are interested in breeding, please contact us for more information.

The Southwest has just gotten a lot *finer!* [Hummingbird Herd](#) Check out their award-winning stats and breed to some of the best genetics in the industry with show championships and EPD stats to back our words! Contact us to book your girls a date with Hummingbird's Leviathan, Hummingbird's Levi's 501, Aspen Ridge's Cochili or PC RunningLate - or plan ahead for your own herd and consider a young herdsire from these bloodlines for purchase!

And how about those Merino Sheep?!

The ribbon-winning Merino were a great addition to the alpacas here in 2009. In 2010 we added rare Black Merino genetics. Our first ram lamb was born Oct. 2010, and we have had 3 ewe lambs born September 2013. They are teaching us daily all about the wonderful world of sheep. Email us regarding sheep that we can offer for sale to interested buyers. Lambs may be available in 2014. We're loving this addition to our fiber growing herd!

[Read More on Merinos Here...](#)

Calendar Of Events:

2014 BUZZ THE FUZZ!

(Otherwise Known As Shearing)

This is our 'harvest' we will be shearing alpacas the last week of April 2014 (tentatively) we don't know which day at this time. Please contact Wendy if you are interested in alpaca shearing and want to watch, help (yipeeee) or come sit and laugh at us running around!

IF YOU HAVE ALPACAS THAT NEED SHEARING please contact Wendy S.A.P to be added to Josh Klein's list! We're here to help other farmers, and don't mind helping to get you scheduled, but it must be planned ahead!! Firm dates will be posted when we get them for shearing.

2014 NATIONAL ALPACA FARM DAYS

Meet the Alpacas (and Sheep) Up Close and In Person!

September 27th & 28th 2014 (10am-3pm each day) FREE

Always loads of fun! Thanks to all who continue to visit during this super exciting weekend at the ranch. Mark your calendars for September 27th & 28th 2014. On our casual self-guided tour about the pens you'll see alpacas in many colors and merino sheep too! You can even visit our cool coop if you're into chickens - Learn about alpacas, see fiber arts demonstrations and check out yarn & products made from alpaca fleece.

00013297.

PEACEFUL PRAIRIE RANCH

PRESCOTT VALLEY, AZ 928 848 0267

[HOME](#)[ABOUT US](#)[SALES & SERVICES OFFERED](#)[BABYWATCH BLOG](#)[GROWING NATURAL FIBERS](#)[EVENTS](#)[OUR BEST MOMENTS...](#)[CONTACT US](#)[MERINO SHEEP](#)[MANURE HAPPENS!](#)

Alpaca Sales & Services

Here At Peaceful Prairie Ranch we **breed, board and sell** alpacas.

ALPACA SALES

First and foremost, we raise and sell alpacas. Remember, we started out very small, and remain a 'small farm' by most standards. We know all of the alpacas here very well and pride ourselves on having healthy, happy alpacas available for purchase. You will know everything we do about them if you are interested in purchasing here. We only sell A.R.I. registered huacaya alpacas. Prior to any purchase we offer a veterinary exam and *current* BVD blood test. Our alpacas have been raised with excellent nutrition, which has definately resulted in minimal health issues. [Go To Sales Page Here](#)

BOARDING

In 2007 we expanded our facilities and pride ourselves on what visitors repeatedly tell us... that we have a 'nice atmosphere' for the alpacas. You can call it *peaceful*, or call it *comfortable*...but have your alpacas call it home! Heck, we even have toys for the 'pacas out in the pastures (and yes, they use them). We feed pure Orchard grass, and work hard to find the best hay available for the alpacas. Additionally we utilize supplemental feed as best suited for individual alpacas. Please read more about our facilities and services on our [boarding services page](#).

BREEDING SERVICES

Choosing the right herdsire for your breeding decisions is one of the most important decisions we all make every year. Here at Peaceful Prairie Ranch we feel that only the very best males should be considered for breeding because we are breeding for genetic improvement.

Because he is such a unique alpaca, we have inquiries from across the United States on this boy! Please see our Stud Services page for more information on Bolero, Maverick, HRAZ Invincible, HRAZ Commander, Accoyo Kyoto & DotCom. [For Herdsire Services & Stud 'Bio's' Click Here](#)

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